



PARKLET ENCROACHMENT PERMIT APPLICATION

Public Works Permit Center
City Hall West
950 W. Mall Square, Suite 110, Alameda, CA 94501
(510) 747-7930

PWpermits@alamedaca.gov

Permit # EN _____

Location of Work: _____

Description of Work: _____

Estimated Start Date: _____ Estimated Completion Date: November 3, 2023

PARKLET APPLICANT: Name: _____ **Business Name:** _____

Street Address of proposed Parklet: _____ Phone: _____

Mailing Address of Applicant _____

City, State, Zip: _____ Email: _____

I certify that I have read, understood, and agree to comply with the Encroachment Permit rules and regulations as stated on this and the reverse side of this permit, and the attached Conditions, that the information given in this permit is true and correct.

Indemnity and Hold Harmless Agreement: Indemnitor shall defend, indemnify, and hold harmless the City of Alameda, its Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit. Indemnitor shall defend, indemnify and hold harmless the City of Alameda, its Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or corporations, furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit. By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition therein. The Signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.:

Parklet Indemnitor (Print Name): _____ **Title:** _____

Signature: _____ **Date:** _____

SPECIAL CONDITIONS FOR THIS PARKLET:

- Parklet Design Guidelines _____
- _____
- _____
- _____
- _____
- _____

APPROVAL OF PARKLET APPLICATION:

- Encroachment Agreement approved by Risk Management
- \$2,400 permit payment received
- Insurance Certificate / Endorsements approved by Risk Management
- Approval of location and extent, by Business-Improvement-District-wide permit holder, if applicable
- Proof of permission by adjoining business owner, if adjoining frontage is used

Date Granted: _____ Expires: _____ BY: _____

ENCROACHMENT PERMIT RULES AND REGULATIONS:

Permit No. EN _____

1. **Definition:** This permit is issued pursuant to Article 19 of Chapter 22 of the Alameda Municipal Code.
2. **Acceptance of provisions:** Commencing any work under this permit shall constitute an acceptance by the Business-Improvement-District-wide permit holder (if applicable) and the parklet permit holder, to comply with all local ordinances and state laws relating to commerce, food and beverage service, building construction and any conditions attached to this permit. All work involved is to be done in accordance with standard CITY OF ALAMEDA specifications and CITY OF ALAMEDA practices, all to the satisfaction of the CITY Engineer
3. **Insurance and Additional Insured Endorsement Requirements:** Parklet applicant shall obtain and maintain through the terms of this permit general liability, automobile liability, or worker’s compensation and any other insurance coverage as required based on the type of contract and scope of services pursuant to the Hold Harmless and Indemnity Agreement, as follows: **Certificate of Insurance:** (1) **General Liability** – All parklets, *except those near intersections* - minimum \$2,000,000 per/occurrence/\$4 million per/aggregate, with liquor liability coverage where applicable. Parklets within 50-feet of an intersection - \$5,000,000 per/occurrence/\$5,000,000 per/aggregate, with liquor liability coverage where applicable. Insurance coverage and limits shall be 1) the minimum coverage and limits specified in this agreement, or 2) the broader coverage and maximum limits of the coverage carried by or available to the named insured, whichever is greater. (2) **Workers’ Compensation** – as required by California law. **Notice of Cancellation:** provide the City of Alameda ten (10) days advance written notice of cancellation, non-renewal or reduction in limits or coverage including the name of the contract or event. **Additional Insured Endorsement Policy:** Name the “City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions” as additional insureds and must include the policy number and type of coverage.
4. **Required Inspections:** Parklet applicant shall notify the Public Works Inspector (510) 747-7930, 2 business days prior to beginning of any work within the street. Inspection is mandatory for traffic/pedestrian detours and urban runoff.
5. **Hours of Construction and Tear Down:** Construction and tear-down of parklets are limited to 7 AM to 7 PM Monday through Friday.
6. **Traffic Control:** For construction and take-down of parklets, the parklet applicant must submit a traffic control plan for vehicles and pedestrians that conforms to standards and guidelines provided by the California Manual on Uniform Traffic Control Devices and/or Caltrans Standard Plans.
7. **Hauling Provisions:** At deconstruction of parklet, parklet applicant hereby acknowledges and understands the following for projects valued at less than \$100,000; 1) Applicant shall not hire any contractor or business entity to place a dumpster or haul Construction and Demolition (C&D) debris other than the City’s franchised waste hauler, Alameda County Industries (ACI); 2) Applicant may choose to haul C&D debris personally; 3) Waste that is not C&D shall be hauled by ACI.
8. **Site Restoration:** Upon completion of the use of the public ROW, all existing improvements within the project area (e.g. landscaping, irrigation, utilities, concrete, asphalt, drainage, utility boxes, etc.) shall be completely restored to prior condition within five (5) working days of end of usage. Any damage within the public-right-of-way shall be replaced at the permittee’s expense to the satisfaction of the City Engineer or his designated agent.
9. **Display of Permit:** This permit shall be kept at the site of work. Upon request, the permit must be shown to any representative of the CITY Engineer or law enforcement officer.

I HAVE READ BOTH PAGES. Parklet Applicant Signature: _____ Date: _____