

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 2, 2023

APPLICANT: Name: _____ Business Name: _____

Street Address of proposed sidewalk usage: _____ Phone: () _____

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, 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.:

Indemnitor (Print Name): _____ Title: _____

Signature: _____ Date: _____

CONDITIONS

- Attached Outdoor Commercial Usage Conditions 8-9-22
[]
[]
[]
[]

APPROVAL

- Insurance Certificate / Endorsements approved by Risk Management Attached Conditions: [] yes [] no
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 permit holder to comply with all local ordinances and state laws relating to commerce, food and beverage service, 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:** 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** - minimum \$1,000,000 per/occurrence/\$2 million 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:** 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. **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.
6. **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. Applicant Signature: _____ Date: _____