



Public Works Department - Engineering Services Department
One North San Antonio Road, Los Altos, California 94022-3087
Phone (650) 947-2780 Fax (650) 947-2732

ENCROACHMENT PERMIT No. E24-_____

APPLICATION

(To be completed by the applicant with a copy of detailed plan/drawing showing the proposed work):

LOCATION OF WORK: _____
TYPE OF WORK: _____
CONTRACTOR: _____ PHONE # _____
OWNER: _____ PHONE # _____
APPLICANT: _____ PHONE # _____

SPECIAL REQUIREMENTS (TO BE COMPLETED BY THE CITY):

Applicant must submit evidence of insurance coverage meeting the minimum requirements set forth in this permit including, without limitation, the General Requirements and exhibits attached hereto prior to issuance of this permit. The City of Los Altos approves this request subject to the "General Requirements" listed on the back of this page and the following indicated conditions:

- Notify the City of Los Altos Engineering Services Department at (650) 947-2780 at least 2 business days prior to beginning any work in Downtown area or on collector and arterial roads.
A copy of this permit must be at job site for authorized representative of the City when requested or work may be terminated by the City until compliance with this requirement is met.
The applicant shall notify the Los Altos Police Department at (650) 947-2770 and Fire Department, Santa Clara County at (408) 378-4010 at least 3 business days prior to any work in the traveled way section of a street.
Applicant to construct Driveway/Walkway approach to the back of the existing rolled curb, without tying to the existing curb (cold joint).
All work done in the City ROW shall comply with the City's Shoulder Paving Policy.
Applicant shall provide adequate drainage with 3' wide AC swale (minimum of 4" AB plus 2" AC or 4" AC on compacted subbase is required) and conforms to existing street drainage.
Contractor will be required to saw cut along the existing road pavement due to severe damaged edge.
New sidewalk or curb shall be constructed per City Standards and connected to existing sidewalk or curb with #4, 16" long dowels @ 12"o.c. All saw cuts to be done at existing joints.
Comments: _____

Applicant has read and understands all the conditions; and agrees to all the conditions of this permit.

SIGNATURE OF APPLICANT: _____ DATE: _____
ISSUED BY: _____ DATE: _____
INSPECTED BY: _____ FINAL INSPECTION DATE: _____

ATTACHMENT:

YES NO Permit Fee: \$288.00 plus Technology Surcharge* CREDIT CHECK CASH

Provide Check # or type of credit (VS, MC, or D) and last 4 digits

*Technology Surcharge: Effective 7/12/2023, a Technology Surcharge (8% of permit fee) will be added to all permits.

Distribution: Original - Inspector Copies: Applicant and Finance

PERMIT VALID FOR 90 DAYS

GENERAL REQUIREMENTS FOR ALL JOBS

- A. To the fullest extent permitted by law, applicant shall defend, indemnify and hold City, the City Council, members of the City Council, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of applicant or applicant's officers, assistants, subcontractors, employees or agents in connection with this permit.

Applicant shall procure and maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference, against claims for injury to persons or damage to property arising from or in connection with this permit.

- B. Commencement of any work under this permit shall constitute acceptance of the conditions and requirements of this permit.
- C. The City may require modifications to this permit as needed because of special field conditions.
- D. **NO OTHER WORK**, other than specifically mentioned, is hereby authorized. A copy of this permit must be kept on the site of the work to be shown to any authorized representative of the City.
- E. This permit does not authorize excavation and grading on private property. This permit does not release the applicant/permittee from liabilities contained in other agreements or contracts with the City, other agencies or persons.
- F. This permit does not supersede or replace any permit that may be needed from other agencies. Proper permits must be obtained from State, County, and any other agency involved.
- G. This permit is valid for **sixty (60) days** from the approval date unless otherwise noted.
- H. Construction site signs, devices and lights shall be in accordance with Caltrans standards.
- I. Use of a Flashing Arrow Panel is **MANDATORY** when work location is within a 35 MPH speed zone.
- J. Traffic conditions and adequate protection of the public in the vicinity of the job site shall be the responsibility of the applicant. During construction activities, two-way traffic shall be maintained. A minimum of one traffic lane shall be kept passable and under the control of competent flag persons. At night, weekends, and holidays, a minimum of two 12-foot wide travel lanes shall be safe and passable.
- K. Any damage to painted street pavement delineations, markings or reflectors and painted curbs shall be restored as approved by the Engineer.
- L. Excavations within the asphalt street section shall be backfilled before leaving the work for the night, unless otherwise authorized by the City's representative. Temporary surfacing shall be placed on the trench surface overnight.
- M. All trench backfill requires certified compaction test to 95% density or greater for each lift (Maximum lift of 12") or use Controlled Density Fill (CDF) as approved.
- N. All work shall be performed in accordance with the latest issue of Cal O.S.H.A. Safety Orders. The City has not checked trench safety and trench safety is not implied with this permit.
- O. Landscaping is **NOT** to be disturbed any more than absolutely necessary. Restoration shall be to property owner's satisfaction.
- P. Drainage patterns during construction shall be maintained to insure that surface drainage is properly managed and surrounding areas are protected from damage. Restoration must be to grades necessary to

maintain original condition and maintain proper drainage flow lines.

- Q.** Applicant/Permittee is responsible for complying with all applicable water quality standards adopted by the City, County, State or other jurisdictional or properly empowered regulatory agency.
- R.** All saw cut sludge/slurry should be immediately removed by means of a vacuum system.

EXHIBIT B INSURANCE

CONTRACTOR shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: Project Manager, City of Los Altos, 1 N. San Antonio Road, Los Altos, CA 94022
Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000/\$2,000,000 aggregate** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. “Covered Professional Services” as designed in the policy must specifically include work performed under this Agreement.

5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf,” with defense costs payable in addition to policy limits. CONSULTANT shall provide a “follow form” endorsement or schedule of underlying coverage satisfactory to the CITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the CITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the CONSULTANT’s insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the CITY.

Waiver of Subrogation. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies. If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.