

**MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT REGARDING EMERGENCY
REPAIRS TO THE NORTH BANK OF THE SAN FRANCISQUITO CREEK WITHIN THE CALTRAIN RIGHT OF
WAY AND THE CITIES OF MENLO PARK AND PALO ALTO**

This Memorandum of Understanding and Funding Agreement (the "AGREEMENT") is entered into this 15th day of August, 2023, by and between the Peninsula Corridor Joint Powers Board, a joint exercises of power agency (the "JPB") organized and existing under the laws of the state of California, and the City of Palo Alto, a municipal corporation, and the City of Menlo Park, a municipal corporation, (collectively, the "CITIES" and collectively with JPB, the "PARTIES").

RECITALS

- A. The JPB owns and maintains the San Francisquito Creek Rail Bridge, which is located in Palo Alto between Control Points Alma (29.98) and Mayfield (33.50). It was built in 1902 as a two-track, steel truss structure over the San Francisquito Creek.
- B. The City of Palo Alto owns the portion of the creek within its boundaries, and the City of Menlo Park owns the portion of the creek within its boundaries.
- C. In early January 2023, after a week of heavy rain, Caltrain Engineering staff inspected the Bridge and discovered that storms had eroded the soil on the north creek bank supporting the foundation of the Bridge.
- D. On March 29, 2023, pursuant to its authority under Public Contract Code sections 22050 and 1102, the JPB declared that an emergency exists at the north creek bank at the San Francisquito Creek Rail Bridge, due to erosion, which threatens the integrity of the structure supporting the JPB's track, and authorized staff to enter into contracts for the purpose of conducting emergency repairs.
- E. The CITIES identified erosion on the same northern creek bank supporting the Alma Street Bicycle Bridge (the "Alma Street Bridge"), which was constructed and is owned by the CITIES.
- F. On April 7, 2023, the CITIES procured a structural assessment of the Alma Street Bridge which recommended that the north creek bank be restored in conjunction with JPB's bank restoration to prevent further erosion that could threaten the stability of the Alma Street Bridge.
- G. In the space between the San Francisquito Creek Rail Bridge and the Alma Street Bridge, the CITIES have also identified erosion on the north creek bank which is undermining an existing storm drain outfall (the "Drain Outfall"), which is owned by the City of Menlo Park.
- H. The PARTIES have agreed to jointly conduct repairs to the northern creek bank supporting the San Francisquito Creek Rail Bridge, the Alma Street Bridge, and the Drain Outfall to maintain the integrity of all three of these assets, as described in Exhibit A, Scope of Work.
- I. The PARTIES have agreed that the JPB will undertake and oversee the emergency repairs on behalf of the JPB and the CITIES and that the CITIES will reimburse the JPB for their respective shares of the costs that JPB incurs in conducting the repairs. None of the PARTIES intends to use federal funds to pay for the repairs.

- J. The PARTIES agree to provide access to property that they own or that is under their control for the purpose of conducting the SCOPE OF WORK and on-going maintenance as described in Exhibit B to this Agreement.
- K. After the completion of the emergency repairs, the PARTIES agree to maintain the northern creek bank supporting the San Francisquito Creek Rail Bridge and the Alma Street Bridge on their respective properties and to provide access to one another as necessary to undertake maintenance activities.
- L. The PARTIES enter into this Agreement to establish the rights, obligations, and procedures to accomplish the emergency repairs.

NOW, THEREFORE, the PARTIES agree as follows:

SECTION I

The JPB agrees:

- 1. To manage, oversee, and implement the emergency repairs to the north creek bank supporting the San Francisquito Creek Rail Bridge, the Alma Street Bridge, and the Drain Outfall in accordance with the scope of work described in Exhibit A ("SCOPE OF WORK"), including but not limited to environmental compliance, before, during, and after construction.
- 2. To serve as Project Manager, fiscal agent, and awarding authority for all contracts and change orders required to undertake and complete the SCOPE OF WORK. The JPB will work in cooperation with the CITIES to complete this work in an expeditious manner, with the goal to complete all emergency repairs by December 2023, or as soon thereafter as the work may be completed.
- 3. To provide the CITIES with invoices for their respective shares of the costs of the emergency repairs in order for the CITIES to reimburse the JPB.
- 4. To assume all responsibility for the maintenance of the San Francisquito Creek Rail Bridge, at its own expense, during and after the JPB's performance of the SCOPE OF WORK.
- 5. To assume all responsibility for the maintenance of property it owns or over which it has control, including but not limited to property that is the subject of repairs described in the SCOPE OF WORK, at its own expense.
- 6. To retain all books, documents, papers, accounting records and other evidence pertaining to costs of the work described herein as required by California law.

SECTION II

A. The City of Menlo Park agrees:

- 1. To cooperate with the JPB and the City of Palo Alto to complete the SCOPE OF WORK in an expeditious manner, with the goal to complete all emergency repairs by December 2023, or as soon thereafter as the work may be completed.
- 2. To provide access at no cost to property belonging to, or under the control of, the City of Menlo

Park, to the JPB and its contractors for the purposes of undertaking the emergency repairs described in the SCOPE OF WORK and on-going maintenance as described in Exhibit B (the Access Plan).

3. To provide any required notifications to City of Menlo Park residents, the public, and adjacent community prior to the start of the emergency repairs. The City of Menlo Park will coordinate all responses to inquiries received from the public in an expeditious manner. The JPB shall provide all necessary outreach material for City of Menlo Park's use.
4. To provide a staff member to serve as a liaison to the JPB to facilitate the JPB's completion of the SCOPE OF WORK.
5. To reimburse the JPB for its share of the costs of the emergency repairs, as set forth in Section III.2-3.
6. To continue its responsibility for the maintenance of the Alma Street Bridge during and after the JPB's performance of the SCOPE OF WORK as described in an existing agreement (Alma Street Bicycle Bridge Maintenance Agreement, 1996) between the City of Palo Alto and the City of Menlo Park at the CITIES' expense.
7. To assume all responsibility for the repair and maintenance of the Drain Outfall, at its own expense, during and after the JPB's performance of the SCOPE OF WORK.
8. To assume all responsibility for the maintenance of property it owns or over which it has control, including but not limited to property that is the subject of repairs described in the SCOPE OF WORK, at its own expense, after the JPB's performance of the SCOPE OF WORK.

B. The City of Palo Alto agrees:

1. To cooperate with the JPB and the City of Menlo Park to complete the SCOPE OF WORK in an expeditious manner, with the goal to complete all emergency repairs by December 2023, or as soon thereafter as the work may be completed.
2. To provide access at no cost to property belonging to, or under the control of, the City of Palo Alto, to the JPB and its contractors for the purposes of undertaking the emergency repairs described in the SCOPE OF WORK and on-going maintenance as described in Exhibit B (Access Plan).
3. To provide any required notifications to City of Palo Alto residents, the public, and adjacent community prior to the start of the emergency repairs. The City of Palo Alto will coordinate all responses to inquiries received from the public in an expeditious manner. The JPB shall provide all necessary outreach material for City of Palo Alto's use.
4. To provide a staff member to serve as a liaison to the JPB to facilitate the JPB's completion of the SCOPE OF WORK.
5. To reimburse the JPB for its share of the costs of the emergency repairs, as set forth in Section III.2-3.
6. To continue its responsibility for the maintenance of the Alma Street Bridge during and after the JPB's performance of the SCOPE OF WORK as described in an existing agreement (Alma Street

Bicycle Bridge Maintenance Agreement, 1996) between the City of Palo Alto and the City of Menlo Park at the CITIES' expense.

7. To assume all responsibility for the maintenance of property it owns or over which it has control, including but not limited to property that is the subject of repairs described in the SCOPE OF WORK, at its own expense, after the JPB's performance of the SCOPE OF WORK.

SECTION III

It is mutually agreed:

1. Project Details

- A. The SCOPE OF WORK as described in Exhibit A constitutes the entire scope of work agreed upon by the PARTIES. The JPB makes no representations that any additional repairs other than those described in the SCOPE OF WORK will be funded or completed. Any such additional work will be the subject of separate discussions and agreements.
- B. Due to environmental limitations, the repairs may be conducted only during a limited work window; as a result, the PARTIES agree to use their best efforts to facilitate the expeditious completion of the SCOPE OF WORK.

2. Funding

A. Total SCOPE OF WORK Cost.

It is currently anticipated that the total cost of the emergency repairs will not exceed \$6,471,067.

The "Total SCOPE OF WORK Cost" means the total cumulative dollar amount actually incurred and expended toward the SCOPE OF WORK, as measured at the completion or termination of the SCOPE OF WORK.

B. Commitment.

The PARTIES to the Agreement agree to split the Total SCOPE OF WORK Costs between the three PARTIES as follows:

- (i) The City of Menlo Park will bear the cost of \$100,000 to reconstruct the City of Menlo Park's drain outfall.
- (ii) The PARTIES will apportion the remaining project costs between the three PARTIES, with the JPB bearing 66.8 percent and the CITIES each bearing 16.6 percent of the Total SCOPE OF WORK Costs pursuant to the methodology set forth in Exhibit C.

C. Cost Updates.

The JPB shall actively monitor actual SCOPE OF WORK expenditures. The final SCOPE OF WORK cost may ultimately exceed current cost estimates. Any cost increases resulting from increased contract prices or changes that require additional funding shall be submitted to the CITIES for review. JPB shall not seek reimbursement for any work completed in excess of SCOPE OF WORK budget without prior written authorization and written approval of the CITIES. The cost share for

the increased prices or changes shall be evaluated by all PARTIES based on the scope of any changes and an equitable agreement will be reached for cost sharing between the PARTIES.

3. **Payments and Accounting Process**

- A. The JPB will issue all contracts to complete the SCOPE OF WORK and will make all payments directly to the contractors used to complete the SCOPE OF WORK.
- B. The JPB shall submit an invoice to the CITIES on a quarterly basis for their respective share of the costs of the SCOPE OF WORK to be paid by each City within 30 days of receipt.
- C. The CITIES shall reimburse JPB based on receipt of invoices for their respective share of the costs of the SCOPE OF WORK incurred by JPB.
- D. The JPB agrees to comply with all applicable prevailing wage laws, including without limitation Labor Code section 1720 et seq.

4. **Access**

The PARTIES shall provide access to property which they own or is under their control, as described in Exhibit B, at no cost, to the JPB for the purposes of conducting the SCOPE OF WORK and on-going maintenance. Access to property that is owned by or under the control of the City of Menlo Park shall be provided following execution of an encroachment permit (in the form of Exhibit D, attached hereto) approved by the City of Menlo Park and the JPB. Access to property that is owned by or under the control of the City of Palo Alto shall be provided following execution of an encroachment permit (in the form of Exhibit E, attached hereto) approved by the City of Palo Alto and the JPB. The costs of any restoration required under the right of entry or under the encroachment permit shall be included in the total SCOPE OF WORK Cost.

5. **Indemnification**

- A. Each of the PARTIES shall indemnify, keep and save harmless the other PARTIES and each of their directors/councilmembers, officers, agents, volunteers, and employees (collectively, "INDEMNITEES") against any and all suits, claims or actions ("CLAIM(S)") to the extent arising out of any act or omission by the indemnifying PARTY, its agents, employees, contractors or subcontractors in connection with the indemnifying PARTY'S performance of its obligations under this Agreement. Further, JPB shall indemnify, keep and save harmless CITIES from any and all CLAIM(S) relating to any of the following: (i) personal injuries or property damage sustained by any persons or entities performing the work contemplated in this Agreement; (ii) contractual disputes relating to the work contemplated in this Agreement, except for disputes between the PARTIES relating to this Agreement; (iii) personal injuries or property damage sustained by any persons or entities using the San Francisquito Creek Rail Bridge; (iv) personal injuries or property damage sustained by any persons or entities using the Alma Street Bridge that arise from defects or deficiencies in the work performed as contemplated in this Agreement; (v) any damage to the Alma Street Bridge that arises from defects or deficiencies in the work performed as contemplated in this Agreement; and (vi) labor disputes concerning the project contemplated in this Agreement.
- B. In case of any and all suits, claims or actions arising out of any act or omission by the indemnifying PARTY, its agents, employees, contractors or subcontractors, each indemnifying PARTY further agrees to defend any and all such actions, suits or claims and pay all reasonable attorneys' fees and all other reasonable costs and expenses of defenses of the other PARTIES and other INDEMNITEES as they are incurred. The indemnifying PARTY shall employ competent counsel reasonably acceptable to the indemnified PARTY. If any judgment is rendered, or

settlement reached, against any INDEMNITEES in any such action, the indemnifying PARTY will, at its expense, satisfy and discharge the same.

6. **Audit and Records**

- A. All PARTIES shall maintain, and shall require their contractors to maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data pertaining to services performed under this AGREEMENT, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts, and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.
- B. For the duration of the AGREEMENT, and for a period of five (5) years after final payment, the PARTIES and their representatives shall have access during normal business hours to any books, accounts, records, data, and other relevant documents that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions and copies thereof must be furnished upon request.

7. **Notices**

All notices required or permitted under this AGREEMENT must be in writing and delivered by personal service, certified or registered mail, return receipt requested, with postage prepaid, or by electronic mail, to the individuals at the addresses set forth below, or to such other address which may be specified in writing by the PARTIES hereto. Notice by personal service or certified or registered mail will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. Notice by email will be deemed given two (2) business days after sending.

JPB: Mike Boomsma

Senior Project Manager
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070
Email: boomsmam@caltrain.com

CITY OF MENLO PARK: Tanisha Werner

Assistant Public Works Director - Engineering
701 Laurel Street, 1st Floor
Menlo Park, CA 94025
Email: ttwerner@menlopark.gov

CITY OF PALO ALTO: Holly Boyd

Assistant Director, Public Works Department

250 Hamilton Avenue
Palo Alto, CA 94301
Email: holly.boyd@cityofpaloalto.org

To the extent practicable, written notification to the other PARTIES must be provided, in advance, for changes in the name or address of the individuals identified above and in the manner provided herein.

8. **Miscellaneous Provisions**

- A. **Entire AGREEMENT.** This AGREEMENT constitutes the entire agreement between all PARTIES pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, and understandings of the PARTIES relative thereto, with the exception of the agreement between the CITIES for the maintenance of the Alma Street Bicycle Bridge. This AGREEMENT is binding upon each PARTY, their legal representatives, and successors for the duration of the AGREEMENT.
- B. **Headings.** The subject headings of the articles and paragraphs in this AGREEMENT are included for convenience only and will not affect the construction or interpretation of any of its provisions.
- C. **Severability.** If any portion of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable by any court of competent jurisdiction, the PARTIES shall negotiate an equitable adjustment in the provisions in this AGREEMENT with a view toward effecting the purpose of this AGREEMENT, and all remaining portions of the AGREEMENT, or the application thereof, will remain in full force and effect.
- D. **Construction and Interpretation of AGREEMENT.** This AGREEMENT, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the PARTIES. Accordingly, each PARTY expressly acknowledges and agrees that (i) this AGREEMENT will not be deemed to have been authored, prepared, or drafted by any particular PARTY and (ii) the rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY will not be employed in the interpretation of this AGREEMENT or in the resolution of disputes.
- E. **No Waiver.** The failure of each PARTY to insist upon the strict performance of any of the terms, covenant and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.
- F. **Amendment.** This AGREEMENT may only be amended in a writing executed by all PARTIES.
- G. **Dispute Resolution.** If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) the alleged failure of a PARTY to perform, the PARTY raising the question or making the allegation must give written notice thereof to the other PARTIES. The PARTIES must promptly meet in an effort to resolve the issues raised. If the PARTIES fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the PARTIES to the extent possible that litigation be avoided as a method of dispute resolution.
- H. **Successors and Assigns.** No PARTY is permitted to assign, transfer, or otherwise substitute its interests or obligations under this AGREEMENT without the written consent of the other PARTIES.

- I. Governing Law. This AGREEMENT, as well as any claims that might arise between any two of the PARTIES, will be governed by the laws of the State of California, without regard to conflict of law provisions.
- J. Forum Selection. Any lawsuit or legal action arising from this AGREEMENT will be commenced and prosecuted in the courts of San Mateo County, California. JPB agrees to submit to the personal jurisdiction of the courts located in San Mateo County, California for the purpose of litigating all such claims.
- K. Compliance with Applicable Law. In the performance of services hereunder, all PARTIES and their contractors shall comply with all applicable requirements of state, federal, and local laws and regulations.
- L. Non-discrimination. The PARTIES and any contractors performing services on behalf of the PARTIES ("CONTRACTORS") will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons on the basis of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran's status, or in any manner prohibited by federal, state, or local laws. In addition, the PARTIES and CONTRACTORS shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. The PARTIES and CONTRACTORS must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.
- M. Public Records. The PARTIES recognize and acknowledge that each PARTY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public Records are subject to disclosure.
- N. Attachments or Exhibits. Except as expressly referenced herein, any attachments and/or exhibits attached hereto are incorporated into this AGREEMENT and collectively constitute the entire agreement between the PARTIES. The attachments and/or exhibits may contain defined terms that are applicable to only that/those individual attachment(s) and/or exhibit(s) and those defined terms are not intended to conflict with the terms defined herein; unless specifically defined within each individual exhibit and/or attachment the capitalized terms used in the exhibits and/or attachments have the same meanings as defined in this AGREEMENT.
- O. Execution in Counterparts / Electronic Signature. This AGREEMENT may be executed in any number of counterparts and by each PARTY in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

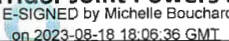
Unless otherwise prohibited by law, the PARTIES agree that an electronic copy of this signed AGREEMENT, or an electronically signed AGREEMENT, has the same force and legal effect as an AGREEMENT executed with an original ink signature. The term "electronic copy" refers to a transmission by electronic mail or other electronic means of a copy of an original signed AGREEMENT in a portable document format. The term "electronically signed AGREEMENT"

means an AGREEMENT that is executed by applying an electronic signature using technology approved by each of the PARTIES.

- P. Warranty of Authority to Execute Agreement. Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a PARTY to this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth below.

Peninsula Corridor Joint Powers Board

By:  E-SIGNED by Michelle Bouchard
on 2023-08-18 18:06:36 GMT

Michelle Bouchard

Executive Director August 18, 2023

Dated: _____

ATTEST:



District Secretary



APPROVED AS TO FORM:

Attorney

City of Menlo Park

By:  DocuSigned by:
Justin Murphy
8379C4D5DD3E486...

Justin Murphy

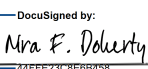
City Manager

Dated: 9/6/2023

ATTEST:

 DocuSigned by:
City Clerk
89289A29D9DE491...

City Clerk

 DocuSigned by:
City Attorney
44FFE23C8EBB458...

APPROVED AS TO FORM:

City Attorney

City of Palo Alto

By:  DocuSigned by:
Ed Shikada
F2DCA19CCC8D4F9...

Ed Shikada


City Manager 9/11/2023

Dated: _____

ATTEST:

 DocuSigned by:
City Clerk
8691CE5898F6400...

City Clerk

 DocuSigned by:
City Attorney
0056C8A095472...

APPROVED AS TO FORM:

City Attorney

Exhibit A – SCOPE OF WORK

The scope of work includes the implementation of measures for the stabilization of the north bank of the San Francisquito Creek in the immediate vicinity of the San Francisquito Creek Rail Bridge, the City of Menlo Park drain outfall, and Alma Street Bicycle Bridge. In further detail, required activities are anticipated to include but are not limited to:

1. Topographic survey and site observations
2. Hydraulic modeling and engineering design
3. Acquisition of permits and environmental clearances
4. Preparation and negotiation of construction contract(s)
5. Construction licensing, bonding, and insurance
6. Material procurement and construction services
7. Construction management and inspection
8. Safety oversight and operational safety support
9. Project management and project controls
10. Administration for consultant and construction contracts
11. Public outreach and community engagement
12. Project construction per plans and specifications.
13. Preparation of detailed vegetation removal and tree protection plan in accordance with City of Palo Alto's tree protection ordinance and coordination with City of Palo Alto's arborist prior to any tree and vegetation removal.
14. Post construction environmental compliance, monitoring and mitigation
15. Restoration of property damaged during construction to its original condition.

Exhibit B – Access Plan

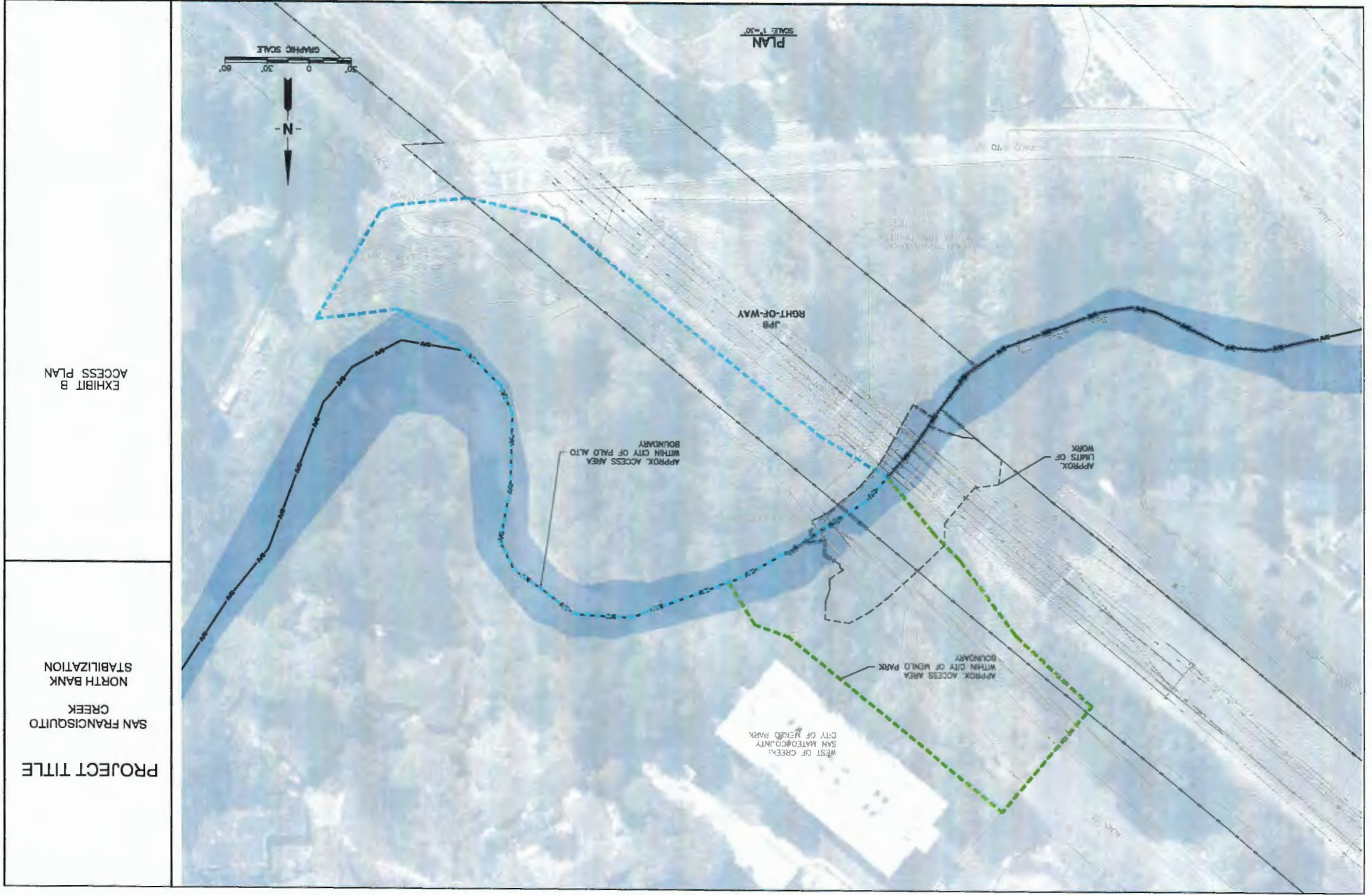
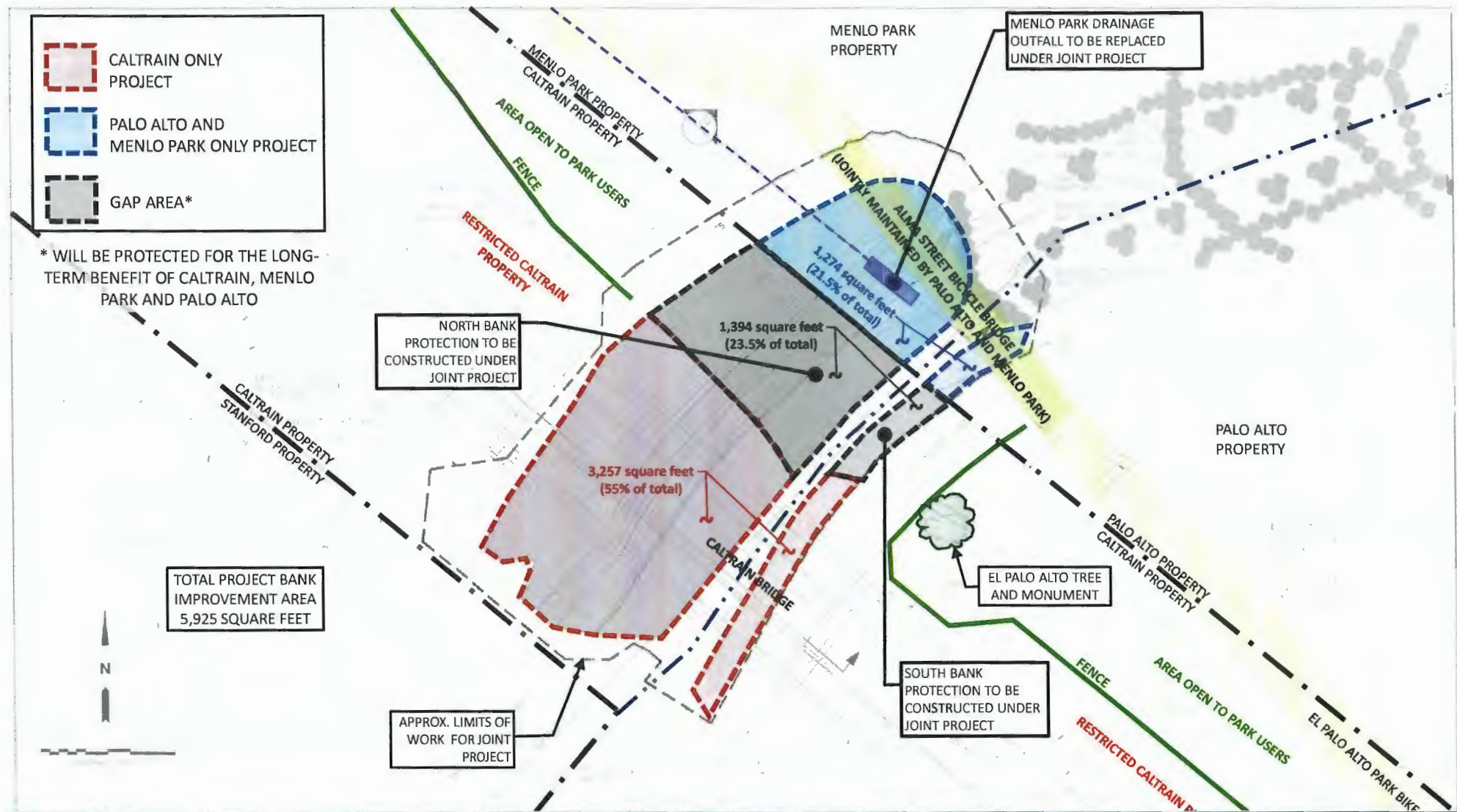


Exhibit C – Project Cost Sharing Methodology



PROJECT COST SHARING PERCENTAGES

Caltrain			Menlo Park			Palo Alto		
Caltrain Area	Gap Area	Cost Share	Menlo Park Area	Gap Area	Cost Share	Palo Alto Area	Gap Area	Cost Share %
55.0%	11.8%	66.8%	10.8%	5.9%	16.6%	10.8%	5.9%	16.6%
55% of Total Improvement Area	50% of Gap Area (i.e. 50% of 23.5%)	55% + 11.8% = approx. 66.8%	50% of Cities Area (i.e. 50% of 21.5%)	25% of Gap Area (i.e. 25% of 23.5%)	10.8% + 5.9% = approx. 16.6%	50% of Cities Area (i.e. 50% of 21.5%)	25% of Gap Area (i.e. 25% of 23.5%)	10.8% + 5.9% = approx. 16.6%

Exhibit D – City of Menlo Park Encroachment Permit



City of Menlo Park
Engineering Division
701 Laurel Street
Menlo Park, CA 94025
Telephone (650) 330-6740

PERMIT NO.: _____
Keep this permit at the work site at all times

Call 24 hours in advance of working in the public right of way AND for each inspection request.
Uninspected work will be rejected.

ENCROACHMENT PERMIT APPLICATION

- | | | |
|---|--|--|
| <input type="checkbox"/> Major Encroachment | <input type="checkbox"/> Temporary Encroachment | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Minor Encroachment | <input type="checkbox"/> Debris or Container Box | <input type="checkbox"/> City-Mandated Repairs |

ONE PERMIT PER ADDRESS

Location of Work	Applicant Represents <input type="checkbox"/> Contractor <input type="checkbox"/> Owner		Applicant e-mail: Applicant fax:		
Name of Applicant (person)	Address	City	State	Zip	Telephone
Name of Contractor	Address	City	State	Zip	Telephone
California Construction License No.	Menlo Park Business License No.	Est. Start Date		Est. Complete Date	
Estimated Construction Cost (Estimate work in city R/W only. Do not include value of utility.) \$ _____	Bond or Deposit * \$ _____	Bond or Deposit provided by: <input type="checkbox"/> Contractor <input type="checkbox"/> Owner <input type="checkbox"/> Other (provide name, company, address)			

Description of work to be done:

Applicant submits the following:

- ☐ 3 copies of sketch or plans
☐ 3 copies of traffic control plans
☐ insurance certificate

Call Underground Service Alert (USA) at 1-800-227-2600 before you dig

GENERAL CONDITIONS OF PERMIT ATTACHED.

Signature below acknowledges that special working hours may apply – check the approved traffic control plan.

I hereby acknowledge that I have read this permit and the attached conditions, that the information given by me is correct, that I am the owner or the duly authorized agent of the owner, and that I agree to comply with the conditions and all applicable provisions of state laws, city ordinances, and the rules of any governmental agency involved.

 Signature of Applicant
 (Owner or authorized agent)

 Title

 Date

DO NOT WRITE BELOW THIS LINE -- CITY STAFF USE ONLY

Approved by Engineering Division	Date	Permit expires	Fees (retained by City)	\$
		Total Due to City	<input type="checkbox"/> Paid	\$

** Bond or deposit requests must originate from the bond/deposit provider. A copy of the original receipt must accompany the refund request. All deposits or bonds are subject to forfeiture to comply with City Codes and Ordinances.*



GENERAL CONDITIONS OF PERMIT

Engineering Division
701 Laurel Street
Menlo Park, CA 94025

Notification of Work or Inspection Requests: (650) 330-6740

1. This permit, regardless of when dated, shall not be in effect until the applicant has obtained all licenses and other permits required by law.
2. This permit is declared **null and void** if work has not commenced three (3) months after the date of permit issuance.
3. Traffic control plan is required for work that will block public right-of-way. Plan shall include re-routing of vehicles, bicycles and pedestrians.
4. Any damages to existing facilities and improvements above ground or below ground, shall be promptly repaired or replaced at the permittee's expense, and claims for damage to City property must be promptly paid.
5. Applicant is responsible for determining exact locations or depths of existing utilities or other facilities. Call Underground Service Alert (USA) at 1-800-227-2600 a minimum of 48 hours prior to performing work.
6. Applicant carries sufficient insurance to work in the public right of way, and names City of Menlo Park as additional insured. Applicant agrees to keep insurance active for the duration of the project.
7. All work shall comply with the City and Caltrans Standards, including traffic control.
8. **Street Opening, Sidewalk, Curb and Gutter, and Driveway Permits**. Permittee shall notify the Public Works Inspector at least **24 hours prior to: beginning work, inspection requests, or concrete placement**. The number and type of inspections required, and any tests that may be required will be as directed by the Public Works Inspector. The Public Works Inspector may be contacted by calling (650) 330-6740.
9. All trench plates used in the public right of way must have a non-skid surface.
10. Construction activities are restricted to Monday through Friday (City holidays excepted) between the hours of 8:00 AM and 5:00 PM, unless otherwise approved in writing by the Engineering Services Division.
11. A faithful performance bond or a cash deposit in an amount equal to the estimated cost of the proposed work is required for curb and gutter, driveway, or street opening permits.
12. This grant of permission does not constitute a deed or grant of easement by the City, is not transferable or assignable and is revocable at any time at the will of the City.
13. This permit does not authorize tree trimming or tree removal.
14. The traffic control plan as attached must be adhered to at all times. *Note that the traffic control plan may have restricted working hours for working in the public right of way, which supersedes the standard encroachment permit working hours.*
15. The use of City property by permittee shall be limited to the purposes set forth by this permit and no structures of any kind, except those expressly permitted shall be erected or placed thereon.
16. Debris boxes/storage containers shall have reflectors so that they can be seen at night. This permit must be taped to the outside of debris boxes in a visible location.
17. This permit does not include overnight street parking for any vehicles. A separate parking permit can be obtained from the Police Department.
18. All stormwater BMP's must be in place between October 15th and April 15th, or as directed by the Public Works Inspector.
19. Additional conditions (if any) are attached to this permit and shall be followed accordingly.

Additional Conditions:

Exhibit E – City of Palo Alto Encroachment Permit



City of Palo Alto

Public Works Engineering

Phone: 650/329-2151 FAX: 650/329-2240

Inspection: 650/496-6929

ENCROACHMENT PERMIT & TEMPORARY LEASE

PERMIT TYPE:

- ☐ ENCROACHMENT PERMIT (Right-of-way or public utilities easement encroachments)
☐ TEMPORARY LEASE (Encroachments on City-owned property)

PERMITTEE NAME AND ADDRESS:

LOCATION OF ENCROACHMENT/LEASE:

DURATION:

Name: _____

Temporary (_____ Days)

Indefinite

Phone: _____

ESTIMATED

START DATE: _____

ENCROACHMENT PERMIT TYPE:

Residential (Single Family)

- ☐ Standard: Architectural, structural, decks, spas, etc. in a Public Utilities Easement (PUE) or City right-of-way (ROW).
☐ Dumpster or container (no insurance certificate is required).
☐ Fence: Placement of a fence in a PUE or ROW (no insurance certificate is required)

Non-Residential (Commercial)

- ☐ Standard: Awnings, lane or sidewalk closures, pedestrian protection structures, structural or architectural features, private structures, other long term encroachments in a PUE or ROW, lasting more than 5 days.
☐ Short-Term: Sidewalk/street/alley encroachments, lane or sidewalk closures, unloading of materials, etc., lasting 5 days or less.
☐ 1 Day: Sidewalk or lane closure lasting 1 day or less.
☐ Minor: Placement of dumpster within downtown districts (additional fee for parking space rental, if applicable), and restaurant tables & chairs on sidewalk.

Pursuant to the provisions of Sec 12.12 * of the Palo Alto Municipal Code, permission is hereby requested to construct and maintain an encroachment, or to use City-owned property, at the above location and in the manner described below:

NATURE OF ENCROACHMENT OR USE: _____

REASON FOR ENCROACHMENT/LEASE: _____

-PW STAFF USE ONLY-

FEES:

Fee Paid \$

Parking \$

TOTAL \$

Date Paid:

INS CERT #: I-

REVIEWED AND
RECOMMENDED FOR
APPROVAL BY:

- ☐ Transportation
☐ Bldg Inspection
☐ Planning
☐ Real Estate
☐ Light & Power
☐ WGW

Permittee shall, at Permittee expense, remove said encroachment or any improvements constructed, and this permit/lease shall terminate within thirty (30) days after written notice from the City Engineer/Real Property Manager*. Permittee agrees that in the event of failure to remove such encroachment/improvement* within the time specified, the same may be removed, and the City's property or easement restored, by the City, and the cost thereof made a lien upon/against* Permittee/Lessee, pursuant to the provisions of Sec 12.12 of the Palo Alto Municipal Code.

Permittee, in consideration of the issuance of this permit/lease, agrees to maintain required evidence of liability insurance, for the life of the encroachment, that indemnifies and holds harmless the City of Palo Alto, its officers, agents, and employees from any liability of any nature whatsoever caused in whole or in part by reason of or in any manner connected with any and all operations, structures or conditions authorized or permitted by this permit/lease. The Permittee agrees and understands that this permit vests no estate.

Permittee shall be responsible for obtaining any and all permits which may be required by an Agency having jurisdiction over the property and/or proposed use. Notwithstanding the above, nothing contained herein shall obligate City to issue any permits or approvals required for construction.

Permittee hereby accepts this permit/lease* subject to all conditions set forth herein, and the attached Special Provisions and conditions, and agrees that all of said conditions and provisions shall be binding on Permittee, co-owners, heirs, assigns, transferees and successors in interest of every nature. This permit/lease* shall expire if work on the encroachment described within does not commence within sixty (60) days of the date of approval, or by the anticipated start date as indicated above, whichever is later.

X

Permittee Authorized Representative

Date

APPROVED BY

Issuance Date

For inspection call the Public Works Inspector @ (650) 496-6929 – Provide minimum one working day advance notice.

ENC-

Permit No.

Date

Work Satisfactorily Completed: Inspector

