

Format: MM/DD/YYYY

## CITY OF THE DALLES PUBLIC WORKS

1215 WEST 1st STREET THE DALLES, OREGON 97058 (541) 296-5401 Application Fee \$10
Expedite Fee \$25
Event Deployment Fee \$50
A contractor work zone is not an event.

# SIDEWALK/STREET CLOSURE APPLICATION

In accordance with The Dalles <u>Municipal Code 2.24.060</u>, the sidewalk/street closure permit application must be submitted at least seven (7) business days prior to the proposed closure date. The Public Works Department shall have seven days to process the application. Fee(s) <u>must</u> be paid in full before application will be processed. **This permit will be considered a public document. All information submitted will be accessible to the public, in its entirety, on the City's website.** 

Please download and save this form before filling it out.				
Date of Application:				
Format: MM/DD/YYYY				
Applicant First Name	Applicant Last Name			
Primary First Name	Primary Last Name			
Contact/Responsible Party	Email:			
If the responsible party is not the applicant	Primary email address			
Business Name:	Mailing Address:			
Phone:	Other Phone:			
On-call emergency phone number	Daytime phone number			
<ul> <li>For sidewalk closures a temporary pedestrian accessible route pla</li> <li>View the TPARP advisory memorandum <a href="here">here</a>.</li> <li>View the TPARP options <a href="here">here</a> and then select the type you</li> </ul>				
Type of Closure:	For sidewalk closures, select a type of Temporary Pedestrian Accessible			
☐ Street (TCP Required)	Route Plan (TPARP):			
Sidewalk (TPARP Required)	1.a. Sidewalk diversion - Within roadway			
☐ City-Owned Parking Lot (TCP Required)	☐ 1.b. Sidewalk diversion - Additional right-of-way			
☐ Dumpster placed in the right-of-way	2. Sidewalk closure - Mid-block			
Other (Describe below)	3. Sidewalk closure - Corner			
Please describe other type of right-of-way closure				
Location(s) of closure	Reason for closure (e.g. event, construction, etc.)			
Please write the addresses or sections of sidewalk/street for the requested closure	e. Please describe the project or event for the requested closure.			
Closure begin date Time	Closure end date Time			

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## **Sidewalk/Street Closure Fees**

Fee(s) must be paid in full before application will be processed.

- 1. Application Fee: \$10.00
- 2. Expedited Fee (when application is turned in less than 5 days prior to the event): \$25.00
- 3. Event Deployment Fee (on for profit events which require use of City signs and barricades that staff deliver to event): \$50.00 A contractor work zone is not an event.

To pay by credit card, call the Public Works Department at (541) 296-5401.

To pay with a check or cash, mail or deliver to the City of The Dalles Public Works Department, 1215 West 1st Street, The Dalles, 97058 during business hours, weekdays 7:00 a.m. to 4:00 p.m.

## **Required Attachments**

The applicant may be required to email one or more items to complete this application:

- 1. For street closures, applicants must attach a written and drawn **traffic control plan** that shows the safe and efficient movement of public traffic through or around a work/closure zone while protecting workers, incident responders, and equipment. The traffic control plan will be reviewed per the Oregon Temporary Traffic Control Handbook.
- 2. Applicants for street or City-owned parking lot closures for events or construction work must provide a **Certificate of General Liability Insurance** with a minimum of \$1,000,000 coverage, with stated purpose of on the Certificate for the event and listing The City of The Dalles, 313 Court St. The Dalles, OR 97058 as a co-insured. Insurance is in addition to acknowledgement of responsibility and cannot be cancelled without prior notice to the City.

View the City's policy for insurance requirements here. Read The Dalles Municipal Code 2.24.060 here.

## **Acknowledgment of Applicant Responsibility**

0	I, the Applicant, agree to comply with the provisions of the City Charter, The Dalles Municipal Code (including TDMC 2.24.06	0)
	Resolutions, City policies connected with sidewalk and street closures, and with the requirements listed in this Application.	

I, the Applicant, agree to indemnify, defend, and hold harmless the City of The Dalles and its officers, agents, and employees, from and against all liability, loss, and costs (of whatever form or nature, including property damage, pedestrian accessibility, personal injury, and death) arising from or relating in any way to actions, suits, claims, or demands attributable in whole or in part to my (including my officers, agents, and employees) acts or omissions in the performance of activities connected with this Permit.

I, the Applicant, certify I or the Responsible Party listed in this Application will notify adjacent property or business owners 72 hours prior to any closures authorized by this Permit.

I, the Applicant, certify I or the Responsible Party listed in this Application shall remain on-site or be available for on-call emergencies for the duration of the Permitted event and closure.

I, the Applicant, certify I or the Responsible Party listed in this Application will notify City Public Works Central Dispatch at the times of both closure and reopening by calling (541) 298-5507.

Failure of the applicant to meet the requirements of this permit, including following of the Traffic Control Plan and/or Temporary Pedestrian Accessible Route Plan, will result in a Stop Work Order and possible revocation of the permit.

By clicking submit and pasting or typing your name/signature in the signature line, you confirm you have read, understood, and affirmatively agree to be bound by the terms and conditions described.

**Applicant Signature** 

Please save the form after signing. Then click to email the form to publicworks@ci.the-dalles.or.us

### **Receipt of Required Items**

City Use Only

TCP for Street/Parking Lot Closure: Attached Not Required TPARP for Sidewalk Closure: Attached Not Required Certificate of General Liability: Attached Not Required Payment Received: Check Cash Credit Card

Not Required 4/3/24 JMC

## Record of Approvals

Americans with Disabilities Act Coordinator	
Human Resources/Risk Director	
Transportation Division	Permit Expiration Date

I was wondering if I could section off some parking spaces for buses only next Thursday for an event the high school is hosting? Attached is a completed application and image of where we would like closed/signage.



Mic Kelly The Dalles High School Music Director

GENERAL LIABILITY and AUTO LIABILITY ADDITIONAL PARTICIPANT CERTIFICATE				
AGENCY/AGENT - ISSUING CERTIFICATE	Date: 09/18/2023			
OnCourse, LLC 946 SW Veterans Way #102-403 Redmond, OR 97756 Stacey Anderson (541) 548-1100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENTS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN. THIS CERTIFICATE DOES NOT CONSTITUE A CONTRACT BETWEEN ANY OF THE FOLLOWING PARTIES: THE AGENCY, NAMED PARTICIPANT, CERTIFICATE HOLDER AND/OR COMPANIES AFFORDING COVERAGE.			
NAMED PARTICIPANT/MEMBER - REQUESTING CERTIFICATE	ORGANIZATIONS AFFORDING COVERAGE			
North Wasco County School District #21 3632 W 10th St The Dalles, OR 97058 Kara Flath	Company A - Property Casualty Coverage for Education (PACE)  Company B - Genesis Insurance Company			

### **COVERAGES**

This is to certify that Coverage Documents listed herein have been issued to the Named Participant herein for the Coverage Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the Coverage Documents listed herein is subject to all the terms, conditions and exclusions of such Coverage Documents. Aggregate Limits which are shown may have been reduced by paid Claims, Suits or Actions. The titles referenced under Type of Coverage are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

OR/CO LTR		Type of Coverage	Limits		Coverage Document	Effective Date	Expiration Date
	PACE Liability Coverage		Annual Aggregate	\$20,000,000			
	X	Per Occurrence					
	X	Per Wrongful Act	\$20,000,000		38P60120-214	07/01/2023	06/30/2024
^	X	Public Officials Liability					
A B	Х	Employment Practices					
	Employment Practices Deductible/SIR: \$10,000 Wrongful Acts Deductible/SIR: \$10,000 General Liability Deductible/SIR: \$10,000  *\$25,000 Minimum deductible for terminations if PACE or approved legal counsel is not consulted prior to an employment termination.						
		Auto Liability					
	X	Scheduled Autos	\$500,000 -		38P60120-214	07/01/2023	06/30/2024
A B	X	Hired & Non-Owned Autos					
	X	Per Accident					
	X	Deductible/SIR: \$0					
		Excess Auto Liability					
	Х	Scheduled Autos	\$19,500,000		38P60120-214	07/01/2023	06/30/2024
A B	X	Hired & Non-Owned Autos					
	X	Per Accident					
	X	Excess of: \$500,000					
		Supplemental Auto Liability					
A B	Х	UM/UIM	\$500,000		38P60120-214	07/01/2023	06/30/2024
_	Х	Personal Injury Protection	Per Schedule in Coverage Document				

**Remarks:** When required by an Insured Contract certificate holder is an additional participant in respects to Noise Parade 12/06/2023, but only with respects to negligence claims for Bodily Injury, Property Damage or Personal Injury where the Named Participant is deemed to have liability. In no event shall coverage extend to any party for any Claim, Suit or Action, however or whenever asserted, arising out of the certificate holder's sole negligence or for any Claim, Suit or Action which occurs prior to the execution of the contract or agreement.

\*Information is provided as of the date this certificate was generated and issued and is subject to change.

### Certificate Holder - Requesting Certificate

City of The Dalles 313 Court Street The Dalles, OR 97058 CANCELLATION: Should any of the Coverage Documents herein be cancelled before the expiration date thereof, PACE will endeavor to provide notice in accordance with the PACE General Liability Coverage Document provisions. Failure to mail such notice shall impose no obligation or liability of any kind upon PACE, its agents or representatives, or the issuer of this certificate.

Authorized Representative of Named Participant:

Date: 09/18/2023 Stacey Anderson

#### Applicable Coverage Document Definitions:

The following definitions are provided solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate, for complete details on the terms, conditions and exclusions of applicable Coverage Documents please refer to the PACE Liability Coverage Document.

Participant means the Named Participant and each of the following while acting under the direction and control of the Named Participant and within the course and scope of their duties as such:

- a. Members of the Board;
- b. Executive Officers;
- c. Employees;
- d. Volunteers;
- e. Registered Students whose course of study includes on-the-job training, but only while acting under directions and within the scope of their activities performed while in training;
- f. Organizations that are under the supervision of the administration of the Named Participant, including Student Organizations, Parent Teacher Organizations, Booster Clubs, and Foundations; and
- g. Any person, entity, or any organization the Named Participant is required by an Insured Contract to include as a Participant. The terms of the Insured Contract will have no effect on either the Per Occurrence Limit of Liability, Per Wrongful Act Limit of Liability or the Annual Aggregate Limit of Liability. The Insured Contract must be effective and executed prior to a covered Occurrence or Wrongful Act. In no event shall coverage under this Coverage Document extend pursuant to this subsection g. to any party for any Claim, however or whenever asserted, arising out of such party's sole negligence. The term "Additional Insured," if used in an Insured Contract, shall be understood to mean the same as Additional Participant.

### Insured Contract means:

- a. A legally enforceable contract that includes one or more of the following:
  - 1. A provision in a lease of premises that relates to tort liabilities assumed by the **Named Participant** arising out of the lease, such assumption occurring in writing prior to the date of **Occurrence or Wrongful Act**;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement;
  - 4. An obligation, as required by ordinance, to indemnify a **Public Body**;
  - 5. An elevator maintenance agreement;
  - 6. That part of any other contract or agreement pertaining to the Named Participant's operations (including an indemnification of a Public Body in connection with work performed by or for a Public Body) under which the Named Participant assumes the tort liability of another person or entity to pay for Bodily Injury, Property Damage, or Personal Injury to a third person or organization, provided the Bodily Injury, Property Damage, or Personal Injury is based on an Occurrence that takes place subsequent to the execution of the contract or agreement;
  - 7. An indemnification agreement between a hospital or other medical care center and the Named Participant that is required by the hospital or medical care center in connection with it providing facilities and/or training to students of the Named Participant under a student health affiliated program; and
  - 8. Contracts under which a **Participant** provides services to a **Public Body**.

For purposes of paragraph 6 above, tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- b. An Insured Contract does not include that part of any contract or agreement:
  - 1. That indemnifies an architect, engineer, or surveyor acting as an independent contractor for injury or **Damages** arising out of professional errors or omissions;
  - 2. That indemnifies any person or organization for **Damages** by fire to premises rented or loaned to the **Participant**; and
  - 3. That involve the purchase or sale of real property or personal property.