



CITY OF PALMDALE

APPLICATION FOR ENCROACHMENT / GRADING / LANDSCAPE PERMIT

Applicant _____

Mailing Address _____

Telephone No. _____ **Emergency No.** _____

Start Date(est.) _____ **Completion Date(est.)** _____ **Anticipated No. of Work Days (#)** _____

State Lic. No. _____ **Lic. Class** _____ **Bus. Lic. No.** _____

Insurance Cert. Is: _____ **On File** _____ **Attached** _____

Construction Location* _____

Purpose _____

Improvement Plan No. _____

CONTRACTOR INFORMATION

Construction/Excavation Item **Length** **Width**

Residential Driveway		
Commercial Driveway		
Curb and Gutter		
Sidewalk		
Trenching: 1. Dirt		
2. AC		
Pavement Cut		
Other		

Contractor:

Address:

Phone #

Contractor License #

APPLICANT'S DECLARATION

Application is hereby made to encroach into the public right-of-way at the above-described location(s), subject to all applicable provisions of the Highway Permit Ordinance as set forth in Chapter 12.08 of Title 12 of the Palmdale Municipal Code and any attachments hereto. Unless waived by the City Engineer, the Applicant shall provide the Engineering Division a computerized final map/plan in .dwg format, compatible with the City of Palmdale's G.I.S. system. The final map/plan shall be projected in NAD 83 State Plane Coordinates, Zone 5 (in feet).

In consideration of the granting of this permit, the Applicant agrees to indemnify the City of Palmdale, its officers, employees, agents and elected and appointed boards, and to comply with all insurance requirements as set forth in paragraphs 16 and 17 on the reverse side of this application. The Applicant further agrees that if any part of the work or installation authorized hereunder interferes with the future use of the highway by the general public or is necessary to facilitate any public purpose or any City project, it shall be removed or relocated, as directed by the City Engineer, at the expense of the Applicant or the Applicant's successors or assigns, unless the Applicant holds an easement superior to that of the City of Palmdale at the time of this application and can furnish evidence of such superior easement upon request.

The Applicant and any sub-contractor is obligated to comply with all Rules and Regulations of the Encroachment Permit, including Items 1 through 19 set forth on the reverse side of the permit.

SIGNATURE OF APPLICANT: _____ **DATE:** _____

PRINT NAME: _____



CITY OF PALMDALE

GENERAL PERMIT RULES AND REGULATIONS

1. **Authority:** This permit is issued pursuant to Chapter 12.08, Title 12 of the Palmdale Municipal Code.
2. **Standards:** All work shall be performed in accordance with the latest edition of the *Standard Specifications for Public Works Construction* ("Greenbook") and Standards and Design Requirements of the City of Palmdale.
3. **Acceptance of Provisions:** The Applicant agrees that the performance of any work under this permit shall constitute acceptance by the Applicant of all terms and provisions set forth herein.
4. **Notice Prior to Commencement of Work:** Prior to commencing any work authorized herein, the Applicant shall schedule a Pre-Construction Meeting with the Engineering Division at least forty-eight (48) hours prior to start of any work. All other required inspections must be scheduled no less than twenty-four (24) hours in advance.
5. **Traffic Control:** All traffic control devices and layouts shall conform to the latest edition of the *California Manual of Uniform Traffic Control Devices (CA MUTCD)*. The Applicant shall submit, for the City's review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane, (3) Any road closure (one or two-way), (4) Any work performed within 250 feet of a traffic signal.
In addition, at the discretion of the City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The Applicant shall be solely responsible for the design, implementation, and maintenance of all approved traffic control measures. Furthermore, the Applicant shall maintain the approved traffic control plan for the construction zone on a twenty-four (24) hours basis and shall remain in place until work has been completed.
6. **Work Site:** This permit and copies of all City approved plans associated with the permit shall be always kept at the work site and, upon request, shall be made available to any representative of the City of Palmdale or any law enforcement officer. The Applicant shall be solely responsible for maintaining a safe work site. The Applicant shall monitor the work site on a twenty-four (24) hour basis and shall regularly inspect all barricades, signs, traffic control measures, warning devices, materials, message boards, and vehicles to ensure they are properly in place and maintained for the safety of workers and the general public.
7. **Access to Fire Hydrants and Adjacent Property:** Access to fire hydrants shall be maintained at all times. Access to adjacent properties shall also be maintained as directed by the City Engineer.
8. **Permits for Other Agencies:** The Applicant must obtain all other permits required by other public or private agencies or individuals necessary to perform the intended work. Failure to comply with this requirement shall render this permit null and void. It shall be the responsibility of the Applicant to notify all impacted entities, including but not limited to wet and dry utilities, Caltrans, LA County, City of Lancaster, Antelope Valley Transit Authority (AVTA), Waste Management (WM), and United States Postal Service, as applicable, prior to commencing any construction that may affect their facilities or services.
9. **Underground Service Alert:** The Applicant must notify Underground Service Alert (USA) at 800-422-4133 at least forty-eight (48) hours prior to the start of work for the location of underground utilities. All USA markings shall be pressure washed and completely removed to the satisfaction of the City Engineer, as part of the permit close-out process.
10. **Clean-up Right-of-Way:** All trash, brush, timber, scraps, construction materials, and debris shall be cleared on a daily basis. Any Dig Alert (USA) markouts or other items not listed above shall be removed and cleared at the end of construction. Should there be anticipation of inactivity of construction for more than two (2) weeks, the Applicant shall clear the job site to the expected standards at the completion of the permit prior to moving out. At project close-out, the public right-of-way shall be cleaned and restored to a condition that is satisfactory to the City Engineer.
The City will require the Applicant to deposit a refundable cash bond for the removal of Dig Alert (USA) markings or for any incomplete work. The amount of deposit shall be assessed by the City Engineer.
11. **Construction and Repair:** The Applicant shall properly construct, maintain, and repair any encroachment authorized herein, and shall exercise reasonable care in inspecting and immediately repairing any damage to the public right-of-way and underlying utilities resulting from said encroachment or as the result of any work performed under this permit.
All pavement cuts shall be restored according to the following timelines, subject to the satisfaction and approval of the City's Public Works Inspector:
 - Arterial/Major roadways (classified as Regional or Crosstown roadways per the City's General Plan) shall be repaired within two (2) working days of completion of work.
 - Minor/Collectors roadways (classified as Connector roadways per the City's General Plan) shall be repaired within four (4) working days of completion of work.
 - Local streets (classified as Neighborhood roadways per the City's General Plan) shall be repaired within seven (7) working days of completion of work.
12. **Notification to Property Owners:** The Applicant shall notify abutting property owners affected by this encroachment at least forty-eight (48) hours prior to commencing any work under this permit. As needed, the Applicant shall post no-parking signs, including the applicable days, dates, and the Applicant's contact information, at least seventy-two (72) hours prior to start of construction.
13. **Maintenance and Repair:** The Applicant shall promptly make any and all repairs to public or private infrastructure as required by the City Engineer. The timeframe for completion of such repairs shall comply with all General Permit Rules and Regulations listed herein. The Applicant shall be responsible for the materials and workmanship of this encroachment for duration of this permit.
14. **Inspection Prior to Placement:** The Applicant shall request inspection of conduit installation and of any corrections or repairs made to existing underground utilities prior to backfilling. Concrete forms shall be inspected and approved by City Inspection staff prior to placement of concrete.



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GENERAL PERMIT RULES AND REGULATIONS (CONT.)

15. **Storage of Materials and Equipment:** Absolutely no stockpiling of material or parking of equipment shall be allowed within the street or sidewalk area at any time unless authorized by this permit.
16. **Liability of Damages:** To the fullest extent permitted by law, Applicant and any contractors or subcontractors working on its behalf agree to indemnify the City of Palmdale, its officers, employees, agents and elected and appointed boards (hereinafter "City") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under the permit, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Applicant, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, the Applicant and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the City founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. The Applicant shall ensure that the contract of any contractor or subcontractor working under this permit contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the City pursuant the terms set forth above. The Applicant shall indemnify the City, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this application.
17. **Liability Insurance:** At all times during the term of this permit, and for a period of one year after completion of any work thereunder, the Applicant and any contractors or subcontractors working on its behalf shall maintain at their sole cost, Workers' Compensation Insurance, Comprehensive General Liability Insurance applicable on an occurrence basis, including contractual liability and completed operations coverage, and Automobile Liability Insurance, including owned, non-owned and hired automobile coverage. The General Liability and Automobile Liability policies (hereinafter "Policies") shall be issued with limits as follow: Grading minimum of \$1 Million (M) OCC/\$2M AGG, Encroachment of \$1M OCC/\$2M AGG, Encroachment with Opening of Right of Way of \$2M OCC/\$4M AGG. The Applicant and any contractors or subcontractors working on its behalf shall name the City of Palmdale, its officers, employees, and elected and appointed boards (hereinafter "City") as additional insureds under the Policies. An insurer admitted to transact insurance in the State of California shall issue the Policies. Any insurance available to the City under the Policies shall be primary and non-contributory, and any other insurance available to the City shall apply on an excess basis. Prior to commencing any work, the Applicant shall provide the City with proof of compliance with this paragraph in the form of a certificate of insurance and additional insured endorsement written extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured". Coverage under the Policies shall not be subject to a Self-Insured Retention or Deductible. It is expressly agreed that the scope of the indemnity provided for in paragraphs 16, above, shall not limit the scope of insurance available to the City pursuant to this paragraph.
18. **Revocation of Permit:** The City Engineer may suspend or revoke this permit, in whole or in part, upon written notice to the Applicant if the City Engineer determines that: (1) the Applicant has violated any provision of this permit, the Palmdale Municipal Code, or any applicable standard, specification, or conditions of approval for the entitled project; (2) the permitted work endangers public health, safety, or welfare; (3) the work is being performed in a manner that damages, or poses a risk of damage to, the public right-of-way or public or private utilities; (4) the Applicant fails to maintain required insurance, bonding, or traffic control; or (5) the City requires the right-of-way for a public purpose. Prior to revocation, the City Engineer shall provide the Applicant with written notice of the violation and a reasonable period, not to exceed ten (10) calendar days, to correct or remedy the condition. If the Applicant fails to correct the violation within the specified time, the City Engineer may proceed with suspension or revocation of the permit. Except where immediate suspension is necessary to protect public safety, the City Engineer shall provide the Applicant with at least twenty (20) calendar days written notice of revocation, stating the grounds for the action and the effective date. Upon receipt of a notice of suspension or revocation, the Applicant shall immediately cease all work unless otherwise directed by the City Engineer, secure the site, and take all steps required to protect the public right-of-way. Revocation or suspension of this permit does not relieve the Applicant of any obligation to restore the right-of-way, repair damage, remove hazards, or comply with any other requirement imposed by the City Engineer or the Palmdale Municipal Code. The City may complete any necessary corrective work and recover its costs pursuant to applicable law. The Applicant must exhaust the administrative remedies set forth in this Section before initiating any action in the Los Angeles County Superior Court or any other tribunal. Failure to do so, including failure to challenge the City Engineer's decision within the time limits provided herein, constitutes a waiver of any claim or challenge to the City Engineer's decisions or actions regarding this permit. Any disagreement with the City Engineer's decision to suspend or revoke this permit may be appealed to the City Council. The appeal must be filed in writing with the City Clerk within fifteen (15) calendar days of the date of the City Engineer's written decision. The City Council shall consider the appeal at a noticed public meeting, and its decision shall be final. The City Engineer's decision shall remain in effect unless and until modified or overturned by the City Council. Failure to timely file an appeal constitutes a failure to exhaust administrative remedies. If the Applicant disagrees with the City Council's decision on appeal, the Applicant may seek judicial review in accordance with Code of Civil Procedure, Section 1094.6.
19. **Inspections:** Call the office of the City Engineering Inspection Hotline at (661) 267-5255, 24 hours prior to all inspections. Weekends/Nights call 72 hours in advance for authorization. **Once complete call the Hotline to final and close permit.**