



CITY OF PALMDALE

APPLICATION FOR ENCROACHMENT PERMIT

Applicant _____
 Mailing Address _____
 Telephone No. _____
 Emergency No. _____
 Start Date _____ (est.) Completion Date _____ (est.)
 State Lic. No. _____ Lic. Class _____ Bus. Lic. No. _____
 Insurance Cert. Is: _____ On File _____ Attached
 Construction Location _____
 Purpose _____
 Improvement Plan No. _____

<u>Construction/Excavation Item</u>	<u>Length</u>	<u>Width</u>
Residential Driveway		
Commercial Driveway		
Curb and Gutter		
Sidewalk		
Trenching: 1. Dirt		
2. AC		
Pavement cut		
Other		

CONTRACTOR INFORMATION

Contractor:
Address:
Phone #
Contractor License #

APPLICANTS 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, Applicant shall provide to the City Engineer a computerized final map (in .dwg format) of the project that is compatible with the City of Palmdale's G.I.S. program. The final map 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 the insurance requirements, as more fully set forth in paragraphs 16 and 17 on the backside of this Application. 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 Director of Public Works, at the expense of the Applicant or the Applicant's successors or assigns unless the Applicant has an easement superior to that of the City of Palmdale at the time of this application and can furnish evidence, when required, of such superior easement. **Applicant is obligated to comply with the Rules and Regulations of the Encroachment Permit found on the back of the permit.**

Signature of Applicant: _____ Date: _____

Print Name: _____

GENERAL PERMIT RULES AND REGULATIONS

1. **Authority:** This permit is issued pursuant to Chapter 12.08 of 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 and other City of Palmdale standards and requirements.
3. **Acceptance of Provisions:** Applicant agrees that the performance of any work under this permit shall constitute an acceptance by the Applicant of all provisions hereof.
4. **Notice Prior to Starting Work:** Prior to starting any work authorized herein. Applicant shall provide at least one working day's notice to the City of Palmdale Engineering Division for initial inspection and any subsequent inspection.
5. **Traffic Control:** All traffic control devices and layouts shall conform to the California Manual of Uniform Traffic Control Devices. Applicant shall submit, for City 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 Traffic/Transportation Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone, on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.
6. **Work Site:** This permit shall be kept at the work site and, upon request, must be shown to any representative of the Director of Public Works or any law enforcement officer. Applicant shall be responsible for keeping the work site safe. Applicant shall monitor the work site 24 hours a day and regularly inspect any and all barricades, signs, traffic control measures, warning devices, materials, and vehicles to ensure 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 property shall be provided as directed by the Director of Public Works.
8. **Permits for Other Agencies:** Applicant must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. If this provision is not complied with, this permit shall be null and void. It shall be the responsibility of the Applicant to notify all of the impacted entities including the utility and cable TV companies prior to starting any construction that may involve their underground or overhead facilities.
9. **Underground Service Alert:** Applicant must notify Underground Service Alert (USA) at 800-422-4133 at least 48 hours in advance of start of work for location of underground utilities.
10. **Clean-up Right-of-Way:** Upon completion or work, all brush, timber, scraps and other materials and debris shall be entirely removed and the right-of-way left in a condition satisfactory to the Director of Public Works.
11. **Construction and Repair:** 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 which occurs as a result of said encroachment or as the result of any work done hereunder.
12. **Notification to Property Owners:** Applicant shall notify abutting property owners affected by this encroachment prior to starting any work hereunder.
13. **Maintenance and Repair:** Applicant shall promptly make any and all repairs to public right-of-way if required by the City Engineer. Time for completion of said repairs shall be as required by the City Engineer. The Applicant is responsible for the materials and workmanship of this encroachment for duration of this permit.
14. **Inspection Prior to Placement:** Applicant shall request inspection of conduit installation and corrections and repairs made to existing underground utilities prior to backfilling. Concrete forms shall be inspected prior to placement of concrete.
15. **Storage of Materials:** Absolutely no stockpiling of material will be allowed in the street or sidewalk area 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, 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. 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 to the terms set forth above. 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, 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 no less than five million (\$5,000,000.00) per person/occurrence and in the aggregate. 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, 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 on a form identical or functionally similar to the I.S.O. Form B CG 2010 1185 additional insured endorsement. 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:** This permit may be terminated by the Director of Public Works upon 30 day's written notice.
19. **Inspections:** Call the office of the City Engineer (661) 267-5255, 24 hours prior to all inspections.