



## CITY OF PALMDALE

### ENGINEERING DIVISION

# ENCROACHMENT PERMIT PROCEDURES TEMPORARY OFF-SITE COMMERCIAL SIGNS ARTICLE 8 – Section 88.07.L9 CITY OF PALMDALE ZONING ORDINANCE

A one-time encroachment permit is required for temporary off-site commercial signs.

The following items are required to pull a permit:

- Completed encroachment permit application
- \$115 permit issuance fee and a 5% GIS fee (\$120.75 total).
- Provide a Certificate of Insurance for general comprehensive liability in the amount of \$250,000 listing the City of Palmdale as an Additional Insured.

***If the Certificate of Insurance expires,  
the encroachment permit shall be null and void.***

**Article 8 – Section 88.07.L9 reads as follows:**

9. Temporary off-site commercial signs. Temporary off-site commercial signs are permitted in the A-1, R-1, R-2 and R-3 zones as follows:

- a) Temporary off-site commercial signs shall be freestanding only and shall not be affixed to posts or utility poles or pushed or hammered into the ground. Such signs shall be formed from aluminum or a hard plastic material (or equivalent) in accordance with current industry standards. Cardboard or paper signs are not allowed. Signs shall not exceed six (6) square feet in area and three (3) feet in height. Signs shall be of sufficient weight in order to keep upright and in place. No reflective paint or day-glo colors are permitted. Signs shall not include balloons, ribbons, pennants, streamers, or other attachments.



- b) Signs shall not be placed within subdivision landscape easements.
- c) Up to one such sign may be located at any one corner of an intersection provided handicap access is maintained.
- d) No sign shall be placed upon any private property without first obtaining permission from the owner of such property.
- e) No sign shall be placed within the public right-of-way without approval of an encroachment permit issued by the City Engineer. A minimum clearance of four (4) feet shall be maintained at all times for safe pedestrian access on public sidewalks. Signs may not be located on center medians or within the public street where vehicles travel. Where the public right-of-way extends into a parkway strip, signs shall be placed so as not to cause damage to landscaping and/or irrigation systems. One or more sign may be approved under an encroachment permit; however, each sign shall be inspected for consistency with the original approved sign in terms of its style, size, material and color. City decals issued under an encroachment permit shall be displayed on all signs placed within the public right-of-way and shall be oriented toward the street.
- f) Signs may be displayed only during daylight hours on weekends, holidays and one day during the week.



# 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.** \_\_\_\_\_

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

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

### CONTRACTOR INFORMATION

<b>Contractor:</b>
<b>Address:</b>
<b>Phone #</b>
<b>Contractor License #</b>

### 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 Assistant Director of Public Works/City Engineer, Applicant shall provide to the Engineering Division 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 Assistant Director of Public Works/City Engineer, 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 latest edition of 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 Assistant Director of Public Works/City 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 Assistant 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 Development Services, Engineering Division 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 Assistant Director of Public Works/City Engineer.
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 of 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 Assistant Director of Public Works/City Engineer.
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 Assistant Director of Public Works/City Engineer. Time for completion of said repairs shall be as required by the Assistant Director of Public Works/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 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 (revised 11/2020):**
  - Grading: Minimum of \$1 million OCC/\$2 million AGG
  - Encroachment Only: Minimum of \$1 million OCC/\$2 million AGG
  - Encroachment with Opening of Right of Way: minimum of \$2 million OCC/\$4 million AGG
  - \*The City must be included as additional insured and the endorsement must be attached\*
  - \*See insurance matrix for additional information\*
18. **Revocation of Permit:** This permit may be terminated by the Assistant Director of Public Works/City Engineer upon 30 day's written notice.
19. **Inspections:** Call the office of the City Engineering Inspection Hotline at (661) 267-5255, 24 hours prior to all inspections.



PALMDALE

# Certificate of Liability Insurance Requirements LOW HAZARD USE

As required by your contract terms, a Certificate of Liability Insurance with Additional Insured Endorsement must be provided to us directly by your insurance agent. All sections must be completed as shown in the example below.

**DISCLAIMER:** PLEASE REFER TO THE AGREEMENT BETWEEN THE CITY OF PALMDALE AND THE CONTRACT HOLDER FOR SPECIFIC INSURANCE REQUIREMENTS. IT IS RECOMMENDED THAT THE CONTRACT HOLDER PROVIDE A COPY OF THE INSURANCE REQUIREMENTS IN THE CONTRACT TO THE INSURANCE COMPANY FOR REVIEW AND COMPLIANCE.

### Please submit your Certificate of Liability Insurance with the following requirements:

- Issue date is required.
- Insured name must be identical to the Legal Entity Name listed on the contract.
- Insurance company(ies) must be authorized to do business in the State of California.
- REQUIRED GENERAL LIABILITY:**  
\$1,000,000 Per Occurrence limit  
\$2,000,000 General Aggregate limit  
If food, drink or any kind of product is sold or given away at the event:  
\$2,000,000 Products & Completed Operations Aggregate limit  
Additional Insured Endorsement required.
- Policy number.
- Policy term must cover date(s) of event(s), including set-up and teardown.
- REQUIRED MEDICAL EXPENSES AND PERSONAL & ADVERTISING INJURY:**  
\$5,000 Med Exp (Any One Person)  
\$1,000,000 Personal & Adv Injury
- REQUIRED AUTOMOBILE LIABILITY:**  
\$1,000,000 Combined Single Limit including owned, non-owned and hired automobile coverage. Additional Insured Endorsement required.
- REQUIRED WORKER'S COMP:**  
\$1,000,000 E.L. Each Accident  
\$1,000,000 E.L. Disease - Ea Employee  
\$1,000,000 E.L. Disease-Policy Limit (California statutory requirements).
- If alcohol is served or sold, **REQUIRED LIQUOR LIABILITY:**  
\$1,000,000 Per Occurrence  
\$2,000,000 General Aggregate
- REQUIRED WORDING:**  
The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insureds. Include name(s) and date(s) of event(s).
- City of Palmdale
- Authorized representative's signature required.

See next page for required Additional Insured Endorsement sample.

ACORD										DATE (MM/DD/YYYY)	
CERTIFICATE OF LIABILITY INSURANCE										1	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER						CONTACT NAME:			E-MAIL ADDRESS:		
Insurance Agent Name/Address						PHONE (A/C, No, Ext):			FAX (A/C, No, Ext):		
INSURED						INSURER(S) AFFORDING COVERAGE			NAIC #		
Insured's Name/Address						INSURER A: Insurance Company Name			3		
						INSURER B:					
						INSURER C:					
						INSURER D:					
						INSURER E:					
						INSURER F:					
COVERAGES				CERTIFICATE NUMBER: XXXXXXX				REVISION #:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	Policy Number	Policy Term (must cover event dates)		EACH OCCURRENCE	\$ 1,000,000			
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
							MED EXP (Any one person)	\$ 5,000			
							PERSONAL & ADV INJURY	\$ 1,000,000			
							GENERAL AGGREGATE	\$ 2,000,000			
							PRODUCTS - COM/OP AGG	\$ 2,000,000			
								\$			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
							BODILY INJURY (Per person)	\$			
							BODILY INJURY (Per accident)	\$			
							PROPERTY DAMAGE (Per accident)	\$			
								\$			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$			
							AGGREGATE	\$			
								\$			
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y			<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER			
							E.L. EACH ACCIDENT	\$ 1,000,000			
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
A	<input checked="" type="checkbox"/> OTHER Liquor Liability	Y	Y				PER OCCURRENCE	\$ 1,000,000			
							GENERAL AGGREGATE	\$ 2,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required) THIS CERTIFICATE SUPERCEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.											
The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insureds. Include name and date(s) of event(s).											
CERTIFICATE HOLDER						CANCELLATION					
City of Palmdale 38250 Sierra Hwy Palmdale, CA 93550						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.					
						AUTHORIZED REPRESENTATIVE					
						Authorized Representative's Signature					
ACORD 25 (2010/05)						©1998-2010 ACORD CORPORATION. All rights reserved.					

See next page for required Additional Insured Endorsement sample.



## Additional Insured Endorsement Requirements

You must submit your Additional Insured Endorsement with your Certificate of Liability Insurance. All sections must be completed as shown in the example below.

**Please submit your Additional Insured Endorsement with the following requirements:**

1. Policy Number(s) for Commercial Liability and Commercial Automobile Liability (mandatory). If serving or selling alcohol, include policy number for Liquor Liability (mandatory)
2. Commercial Liability and Commercial Automobile Liability. If serving or selling alcohol, Liquor Liability.
3. The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insureds.

POLICY NUMBER: **1**

### COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

- 2** COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL AUTO LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

#### **3** SCHEDULE

**Name of Additional Insured Person(s) or Organization(s):**

The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insureds.

**NOTE: Your insurance carrier must be located in and licensed to business in the State of California.**