



**CITY OF PALM DESERT
DEPARTMENT OF DEVELOPMENT SERVICES**

73510 Fred Waring Drive, Palm Desert, Ca. 92260
Phone (760) 776-6435 • permitcenter@palmdesert.gov
Online submittal link: [PERMIT CENTER](#)
Inspection Requests: pcinspections@palmdesert.gov

ENCROACHMENT PERMIT APPLICATION

BEFORE PERFORMING ANY CONSTRUCTION OR MAINTENANCE WORK IN THE PUBLIC RIGHT-OF-WAY, A VALID ENCROACHMENT PERMIT MUST BE ISSUED BY THE PUBLIC WORKS DEPARTMENT. This work includes but is not limited to driveway approaches, sidewalks, grading, landscape installation or maintenance, tree pruning, traffic signal work, and underground utilities.

PERMIT REQUIREMENTS:

1. Applicant must complete an Encroachment Permit Application, including contractor information and a list of all subcontractors where applicable. This is NOT A PERMIT. No work is to be undertaken prior to the issuance of the Encroachment Permit.
2. All contractors and subcontractors must possess a California State Contractor's License appropriate for the scope of work being performed.
3. The City must have current evidence of insurance on file and all contractors and subcontractors must have a current City Business License.
4. If traffic control is required, a traffic control plan must be submitted for approval with the application.
5. You will be assessed a permit processing fee and an inspection fee, based upon the City's estimation of the volume of the work to be performed.
6. Prior to backfilling, concrete pours, paving, excavation, etc., the City must be notified at least 24 hours before the work is performed in order to schedule an inspection.
7. Prior to performing any excavation in or near a signalized intersection, or between two signalized intersections, the Permittee or Permittee's authorized representative must notify the City by calling 760-776-6364. USA does not cover signal equipment. Any damage to signal equipment or loops must be repaired within 48 hours. Failure on the part of Permittee to comply with such requirements shall be grounds for the immediate revocation of the Permit.
8. A copy of the Encroachment Permit, must be kept on site and available to be shown to City representatives upon request.

Contractor Name: _____ **Phone:** _____

CSLB License # _____ **Business License #** _____

Mailing Address: _____ City _____ State _____ Zip _____

Email: _____

Field Contact Person: _____ **Field Contact Phone:** _____

Job Address/Location: _____

Job Cross Streets: _____

Authorized Agent: _____ **Phone:** _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Project Description (Describe the Specific Nature of Work):

Estimated Job Start and Completion Date:

Traffic Control/Lane Drop Required: # of Traffic Control Days including restoration _____ Excavation _____ Lineal Ft

Power Outage. City Project City Project Manager: _____

USA# _____ TD# _____ PID# _____ WO# _____

Subcontractors List: (Provide sheet with additional Subcontractors if more space is needed)

SUBCONTRACTOR NAME	CSLB LICENSE #	BUSINESS LICENSE #

Applicant/Representative Signature: Applicant/Permittee hereby agrees to comply with the Standard Conditions attached to this application, any special provisions which may be attached to this application and all City Ordinances, Resolutions, Standards and Specifications currently in force. Execution below shall confirm that Applicant/Permittee has received and reviewed the Standard Conditions, understands the same and agrees to be bound thereby.

Print Name: _____ **Signature:** _____ **Date:** _____

CITY OF PALM DESERT – ENCROACHMENT PERMIT CONDITIONS

I. STANDARD CONDITIONS

- A. Permittee or Permittee's authorized representative must notify the City's Public Works Department at least 24 hours before starting any work under this Permit at (760) 776-6450 or (760) 346-0611 ext. 450 for after hours. Failure to so notify is cause for revocation of Permit. Should Permittee fail to commence the work or project for which this permit was issued within 180 days from the date of issuance set forth above or fail to actively and diligently exercise the privileges of this Permit, the Permit becomes null and void.
- B. The City shall not be responsible for monitoring the Permittee's compliance with any laws or regulations. If the Permittee performs any work knowing or having reason to know that it is contrary to laws or regulations, the Permittee shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.
- C. Permittee or Permittee's authorized representative shall notify (underground service alert) at least 24 hours before commencing any excavation necessary to perform the work authorized by this Permit. Permittee agrees to contact and obtain an Inquiry ID Number from (underground service alert) (800) 422-4133 at least two (2) working days prior to commencing work. By signing this Permit application, Permittee acknowledges that Permittee understands the statutes and regulations pertaining to excavation near or in the vicinity of underground utilities and agrees to strictly conform all of Permittee's activities to such requirements. Prior to performing any excavation in or near a signalized intersection, or between two signalized intersections, the Permittee or Permittee's authorized representative must notify the City by calling 760-776-6364. USA does not cover signal equipment. Any damage to signal equipment or loops must be repaired within 48 hours. Failure on the part of Permittee to comply with such requirements shall be grounds for the immediate revocation of this Permit.
- D. A copy of this Permit shall be kept at the site of the work throughout the period of operations within the jurisdictional limits of the City and any right-of-way therein and shall be shown to any City employee, agent or duly authorized representative or any law enforcement officer upon demand.
- E. This Permit is valid only for the purpose specified herein. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer or his/her duly authorized representative.
- F. Compliance with the American with Disabilities Act (ADA): All work shall be conducted in compliance with all applicable Federal, State, and Local Access Laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), Design Information Bulletin 82-05, "Pedestrian Accessibility Guidelines for Highway Projects" and the City's encroachment permit and encroachment permit packet shall be approved by the City's California Licensed Professional Engineer, Licensed Architect, or Licensed Landscape Architect, Activities and uses authorized under this Permit are subject to any instruction of the City Engineer or his/her designated representative, including but not limited to the Public Works Inspector. All instructions must be strictly observed.
- G. Any damage caused to City structures by reason of exercise of this Permit shall be replaced or repaired by Permittee at his/her/its sole expense to the satisfaction of the City. Upon notice of damage to City structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs or replaced the damaged item, the City may make any and all repairs or replacement or have repairs/replacement made and Permittee will be billed and shall reimburse City for all costs incurred.
- H. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the City Engineer or his/her duly authorized representative at the sole discretion of the City Engineer or his/her duly authorized representative.
- I. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore City right-of-way and structures to their condition prior to the issuance of the Permit and then shall vacate City property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the City Engineer or his/her duly authorized representative, the City may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse City for all costs incurred.

**CITY OF PALM DESERT
ENCROACHMENT PERMIT APPLICATION**

- J. Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by City of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the Permittee.
- K. Issuance of this Permit shall not be construed as an obligation on the part of the City to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury or death to person(s) or damage to property arising out of the permitted work.
- L. This permit is non-transferable.
- M. The City Engineer or his/her designated representative may cancel the permit if the work authorized herein is not commenced within sixty (60) days of issuance and thereafter, in the opinion of the City Engineer, is not diligently prosecuted to completion. Cancellation may be effected by giving written notice thereof by sending the same to the applicant by ordinary mail to the address shown on the application.
- N. The permittee or permittee's authorized representative shall notify the City Engineer when all work is completed.

II. INSURANCE

- A. Permittee shall maintain and provide commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. *Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the City.* Coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers. A certificate of insurance evidencing this coverage shall be maintained prior to the start of any work under this Encroachment Permit. The City's Risk Manager may from time to time modify the limits of the required insurance coverage and/or request evidence of coverage.
- B. The City, its elected or appointed officers, officials, agents, employees, and volunteers are to be named as additional insureds with an endorsement in favor of the City. In the case where coverage is provided by a homeowner's liability policy, the City its elected or appointed officers, officials, agents, employees, and volunteers will be named as an additional insured, with respects to liability coverage.
- C. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. A severability of interests provision must apply for all additional insureds ensuring that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- E. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.
- F. If Permittee maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

III. INDEMNITY AGREEMENT

- A. Permittee shall indemnify, defend, and hold harmless City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with

**CITY OF PALM DESERT
ENCROACHMENT PERMIT APPLICATION**

Permittee’s authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents.

- B. It is expressly understood and agreed between the parties to this Permit that this is an agreement and permit for access to and for certain events to occur or work to take place on City property. This Agreement and permit is not a construction contract or an agreement for design professional services as those terms are defined or used under Title 12 of the California Civil Code (§§ 2772 et. seq.).

IV. DUTY TO DEFEND

- A. As an express and material term of City’s issuance of this Permit, Permittee agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the permitted encroachment. Permittee’s duty to defend shall apply immediately upon demand from the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.
- B. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney’s fees and costs.
- C. The City Engineer or his/her designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

ENCROACHMENT PERMIT FEE SCHEDULE

<u>Processing Fee</u>	
Permit Processing per Permit Issued	\$92
<u>Inspection Fees</u>	
Residential Driveways	\$159
Residential Curb Core/Drain Inspection	\$80
Commercial Driveways	\$318
Excavation 0-100 LF (prorate after 100 LF)	\$636
Curbs & Gutters 0-100 LF (prorate after 100 LF)	\$159
Sidewalks 0-100 LF (prorate after 100 LF)	\$159
Overlay/Standard Slurry Seal per Project	\$318
Utility Cut 5 LF	\$159
Traffic Control per Day	\$159
Tree or Plant Removal/Pruning	\$147
Non-Residential Landscape Improvements Renovations up to 10,000 SF	\$368
Non-Residential Landscape Improvements Renovations of 10,001 - 22,000 SF	\$515
Non-Residential Landscape Improvements Renovations over 22,000 SF	\$809
Residential Tract - Single Family Homes	\$184
Residential Tract – Models	\$294
Single Family Residential Homes 5,000 TO 22,000 SF	\$147
Single Family Residential Homes Over 22,000 SF	\$221

Failure to complete the work specified within the time allotment shall subject the permittee to a \$92.00 re-processing fee.