



# CITY OF MENIFEE

## ENGINEERING DEPARTMENT

### Residential Landscape Conversion Submittal Requirements

- \_\_\_\_\_ (1) copy Encroachment Permit Application (Issued to Contractor)
- \_\_\_\_\_ (2) copies 11"x17" Exhibit  
Exhibit shall show:
  - Proposed work limits (show Property line, existing structures with dimensions)
  - Landscape Areas
  - Plant Material List
  - 1"= 20' scale max
- \_\_\_\_\_ (3) copies Traffic Control Plan  
(Per MUTCD or as approved by the City Traffic Engineer)
  - Attachment is for streets 30 MPH Max
- \_\_\_\_\_ (1) copy Contractor's License (waived if installed by homeowner)
- \_\_\_\_\_ (1) copy City of Menifee Business License  
(Waived if installed by homeowner)
- \_\_\_\_\_ (1) copy Contractor's Insurance Certificate naming City of Menifee as additional insured (Waived if installed by homeowner)
  - \$1,000,000 min. for each occurrence
  - \$2,000,000 min. for general aggregate
- \_\_\_\_\_ (2) Original Hold Harmless Agreements
  - Signed and notarized by Property Owner
- \_\_\_\_\_ (1) \$155.00 Inspection Fee



# CITY OF MENIFEE ENGINEERING DEPARTMENT

29714 Haun Road, Menifee, CA 92586  
Phone (951) 672-6777 / Fax (951) 679-3843



Know what's below.  
Call before you dig.

## Encroachment Permit

Permit Number: EP Date Submitted: \_\_\_\_\_

Issued to: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Location: \_\_\_\_\_

Description of Work to be Undertaken: \_\_\_\_\_

Insurance Certificate Received: \_\_\_\_\_ Underground Service Alert USA # \_\_\_\_\_

Contractor's License Received: \_\_\_\_\_

Business License No.: \_\_\_\_\_ Fee: \_\_\_\_\_

Additional information/submittals needed from applicant: \_\_\_\_\_

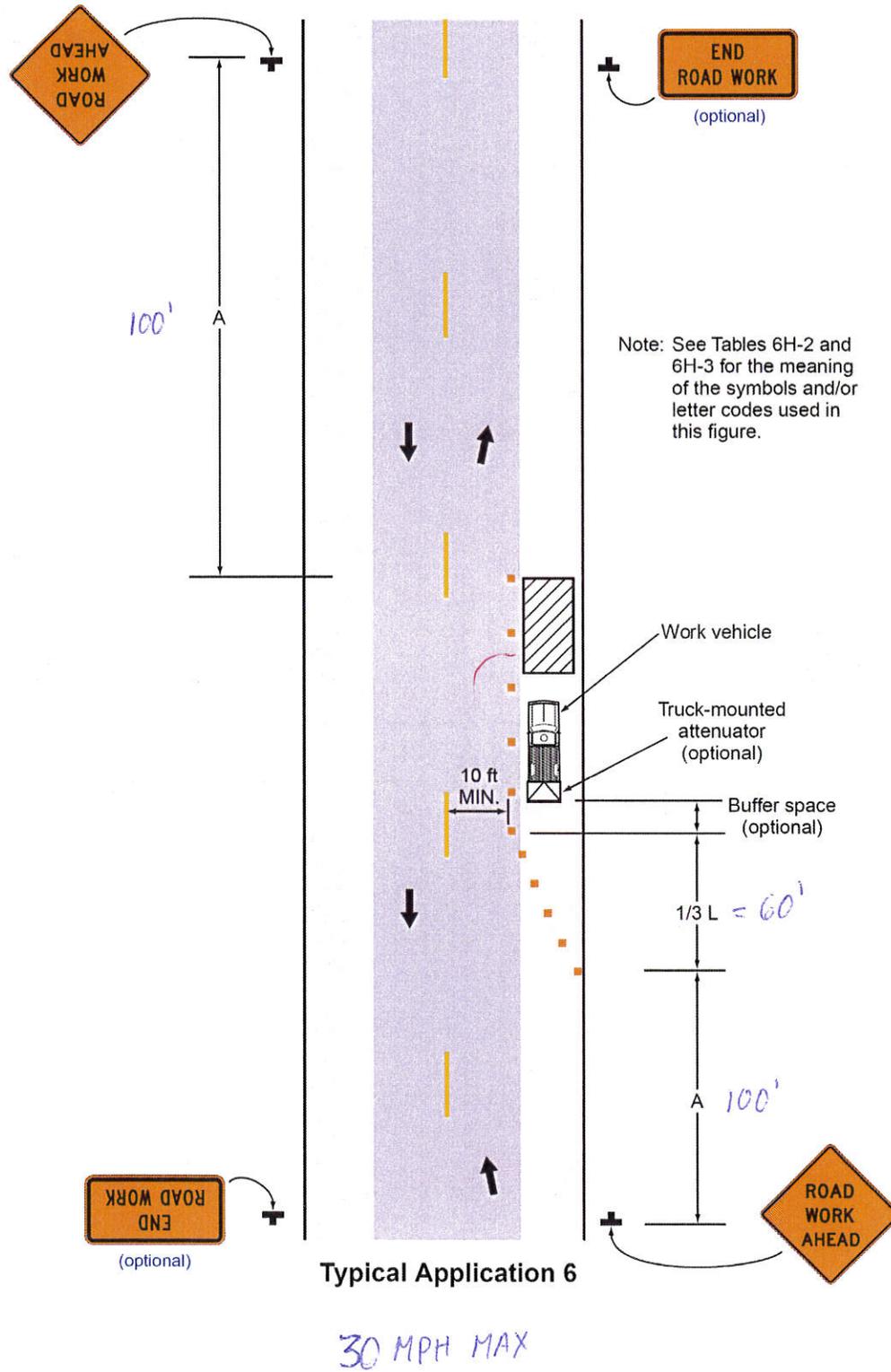
### In granting of this application, the permittee hereby agrees to:

- Hours of work \_\_\_\_\_ (8:30 a.m. to 3:30 p.m. unless otherwise specified)
- NOTIFY THE COUNTY OF RIVERSIDE TRAFFIC SIGNAL SUPERVISOR DELANEY DAVEZAN AT 951-232-7293 OR AFTER HOURS 951-830-9196 48 HOURS PRIOR TO ANY WORK WITHIN 1,000 FEET OF A TRAFFIC SIGNAL.**
- The Public Right-of-Way Permit shall be presented upon demand to any City employee or agent at the site of work being performed. Failure to produce the permit shall be grounds for immediate suspension of work and immediate remedial measures, as may be determined necessary by the City.
- The Director of Public Works/City Engineer may impose, without prior notification, special conditions limiting the hours of operation or other conditions as deemed necessary to ensure the public health, safety or convenience. Violation of these or any other conditions may result in the immediate revocation of the permit and forfeiture of the cash deposit.
- Indemnify, defend and save the City, its authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to this application.
- Notify the City Public Works Inspector ( \_\_\_\_\_ ) at least 48 hours in advance of the time when work will be started, and upon completion of the work, immediately notify the City Public Works Inspector of such completion.
- Comply with County Ordinance No. 499, any amendments thereto, the terms and conditions of the permit, and all applicable rules and regulations of the City of Menifee and other public agencies having jurisdiction.
- The permittee shall accept full responsibility for complying with Federal, State and County environmental laws receiving any necessary environmental clearances and/or permits, prior to commencing any work as authorized by this permit.
- Remove all markouts from the public right-of-way.

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Approved By: \_\_\_\_\_

Extension to: _____	Approved By: _____	Date: _____
Final Inspection Approval By: _____		Date: _____
<b>Inspector Notes:</b>		

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



## **INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and effective \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, \_\_\_\_\_ (“Indemnifier”) and the CITY OF MENIFEE, a municipal corporation (“City”).

### **RECITALS**

WHEREAS, Indemnifier desires to install a planter area, artificial turf, and/or other landscape material in an area that encroaches upon the City right-of-way commonly known as a parkway; and

WHEREAS, City requires full compliance with all City Municipal Codes and regulations; and

WHEREAS, Indemnifier has committed to installing and maintaining a planter area, artificial turf, and/or other landscape material approved by the City of Menifee in compliance with all City Guidelines, City Standards, City Municipal Codes, including City Municipal Code Chapter 9.86; and

WHEREAS, City will allow the installation of a planter area, artificial turf, and/or other landscape material approved by the City of Menifee on the parkway within the City right-of-way so long as the Indemnifier agrees to indemnify and hold City harmless from any liability that may result from the installation and maintenance of said planter area, artificial turf, and/or other landscape material.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

**1. Incorporation of Recitals.** The Recitals set forth above are an integral part of this Agreement, and are fully incorporated herein.

**2. Indemnification and Hold Harmless.** Indemnifier shall indemnify, defend, and hold harmless City and its elected and appointed officials, officers, employees, agents, contractors, and consultants (“City Parties”) from and against any and all claims, actions, or suits for damages to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity and any other liabilities whether actual or threatened (“Claims and Liabilities”) in connection with, or which may result, directly or indirectly, from the installation of, maintenance of, or the failure to maintain a planter area, artificial turf, and/or other landscape material within the parkway within the City right-of-way. Indemnifier waives his/her/its rights to make any of the above claims against the City Parties.

In addition, Indemnifier assumes any and all risks of injury, death, and property damage incurred in carrying out the installation and maintenance of a planter area,

artificial turf, and/or other landscape material within the parkway within the City right-of-way.

In connection with Indemnifier's obligation to indemnify, defend, and hold the City Parties harmless, where applicable:

a. Indemnifier shall defend any action or actions filed in connection with any of said Claims or Liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Indemnifier shall promptly pay any judgment rendered against the City Parties for any such Claims or Liabilities; and Indemnifier agrees to save and to hold the City Parties harmless therefrom; and

c. In the event that City Parties are made a party to any actions or proceeding filed or prosecuted against Indemnifier for damages or other claims, Indemnifier agrees to pay to the City Parties any and all reasonable costs and expenses incurred by City Parties in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

**3. Security.** Indemnifier shall provide security in a form and amount acceptable to the City to install a planter area, artificial turf, and/or other landscape material within the parkway within the City right-of-way.

**4. Standard for Installation.** Indemnifier shall install a planter area, artificial turf, and/or other landscape material within the parkway within the City right-of-way in conformity the City's Standard Plan No. 1301.14 for Artificial Turf (Parkway Area Only), Residential Parkway Landscape Conversion Guidelines, the provisions of City Municipal Codes, including City Municipal Code Chapter 9.86, and City Landscape Standards.

**5. Maintenance.** Indemnifier shall at all times comply with the provisions City Municipal Codes, including City Municipal Code Chapter 9.86, with respect to the maintenance of a planter area, artificial turf, and/or other landscape material within the parkway within the City right-of-way.

**6. City Right-of-Way.** Indemnifier acknowledges and agrees that nothing in this Agreement alters or restricts City's rights with respect to the City right-of-way. Indemnifier acknowledges that City may need to perform work on, in, or under the parkway within the City right-of-way, and City will have no obligation whatsoever to repair or re-install any planter area, artificial turf, and/or other landscape material removed or damaged by City within the City right-of-way. Indemnifier acknowledges and agrees that it is the sole responsibility of Indemnifier to maintain, repair, or re-install planter area, artificial turf, and/or other landscape material within the parkway within the City right-of-way in compliance with all City Municipal Codes, City Standards, including City Municipal Code Chapter 9.86.

7. **Severability.** In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.

8. **Choice of Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any legal action arising in any way in connection with this Agreement shall be filed in the County of Riverside, California.

9. **Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between City and Indemnifier with respect to the subject matter set forth herein and supersedes any prior discussions, negotiations, and agreements with respect thereto. This Agreement may be amended or modified only by a written agreement executed by both Parties. No waiver of any of the terms of this Agreement shall be effective or binding unless in writing and executed by an authorized representative of the Party waiving its rights hereunder.

10. **Attorneys' Fees.** In the event of any dispute between the parties hereto arising out of the terms of this Agreement, the prevailing party in such dispute shall be entitled to recover from the other all costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all costs of enforcement and/or collection of any judgment; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

11. **Successors.** This Agreement shall be binding upon the heirs, executors, administrators, successors, transferees, and assigns of the parties. Indemnifier may not assign this Agreement without the express written consent of City.

12. **Execution of Contract.** The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES OF FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**INDEMNIFIER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

[NOTE: If the Indemnifier is a corporation we need two officers' signatures and their titles. If a partnership, we need that person's title. If an individual, we don't need a title.]

**CITY OF MENIFEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_