

City of Jurupa Valley

ENGINEERING DEPARTMENT

Days in the ROW _____

<i>FOR USE BY STAFF</i>	
Engineering Acct #	_____
Permit #	_____
Received Date	_____

APPLICATION FOR ENCROACHMENT PERMIT

The undersigned hereby applies for a permit to excavate, construct, and otherwise encroach on City of Jurupa Valley road right-of-way as follows:

Description of work and installation to be maintained – attach and refer to maps or other documents:

Name(s) of road(s) and specific location:

In consideration of the granting of this application, the applicant hereby agrees to:

1. Indemnify, defend and hold the City harmless in accordance with the provisions of the Exhibit A, Indemnification, attached hereto and incorporated herein as though set forth in full..
2. Pay for and maintain in full force and effect for the duration of the work all insurance as required in Exhibit B, Insurance, attached hereto and incorporated herein as though set forth in full..
3. Remove or relocate an encroachment installed or maintained under this permit, upon written notice from the City Engineer.
4. Notify the City Inspector at least 48 hours in advance of the time work will be started, and upon completion of the work, immediately notify the City Inspector in writing of such completion.
5. 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 Jurupa Valley and other public agencies having jurisdiction.
6. The permittee shall accept full responsibility for complying with federal, State, and County environmental laws received; any necessary environmental clearances and/or permits, prior to commencing any work as authorized by this permit.

Name of Owner/Applicant: _____

Contact/Authorized Signature: _____

Email Address: _____ Phone: _____

Mailing Address: _____

Contractor Name: _____ CSLB #: _____

Contact: _____ Phone: _____ Email _____ Address: _____

_____ 24-HR Emergency Phone: _____

Mailing Address: _____

<i>FOR USE BY STAFF</i>	
Processing Fee:	_____
Inspection Fee:	_____
Total Fee:	_____
Receipt Number:	_____
Security Deposit:	_____
Receipt Deposit:	_____
Date Issued:	_____

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR ENCROACHMENT PERMIT**

In consideration for the issuance of an Encroachment Permit and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Jurupa Valley ("City"), and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance of the Encroachment Permit or any work permitted thereunder. Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Encroachment Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its principals, officers, employees, agents, persons under the supervision of Permittee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or revocation of the Encroachment Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed, sealed and delivered this day of _____ 20 .

Permittee

Witness

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number

**CITY OF JURUPA VALLEY
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**EXHIBIT A
INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMIT**

Throughout the life of the Encroachment Permit, the Permittee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City Manager or his/her designee and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. **Only required if automobiles are to be operated on city-owned property or within City right-of-way.**

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Permittee shall be responsible for payment of any deductibles or self-insured retentions contained in any insurance policies required hereunder.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Permittee shall furnish City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) is due to expire during the Encroachment Permit, Permittee shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

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The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall be written on an occurrence form and endorsed to name the City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Permittee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. The coverage shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees, agents and volunteers. Should Permittee maintain insurance with limits of liability greater than those shown above, the City requires and shall be entitled to coverage in the amount of the higher limits of liability maintained by the Permittee. **Permittee shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance fourteen (14) days prior to the issuance of the Encroachment Permit.**

Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or revocation of the Encroachment Permit.

If at any time during the Encroachment Permit, Permittee fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for the City to revoke the Encroachment Permit.

NOTE: The Certificate of insurance **must** be accompanied by the additional insured, primary insurance and waiver of subrogation endorsements.

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**INSURANCE REQUIREMENTS FOR SMALL LOW RISK PROJECTS INVOLVING
HOMEOWNERS NOT USING A CONTRACTOR**

Homeowner shall provide a Certificate (or Certificates of Insurance) documenting the following insurance, covering the activities of the Homeowner and any employees relating to the encroachment permit. The Encroachment Permit cannot be granted without this insurance documentation.

1. General Liability insurance in the amount of \$300,000 per occurrence for work in the public right-of-way estimated to be \$2500 or less, or \$500,000 per occurrence for work estimated to be over \$2500. The City of Jurupa Valley named as an additional insured and shall be provided with 30 days prior written notice of policy cancellation (10 days for non-payment of premium).
2. Automobile Liability insurance in the amount of \$300,000 per occurrence for work in the public right-of-way estimated to be \$2,500 or less, or \$500,000 per occurrence for work estimated to be over \$2,500. This requirement can be deleted if the homeowner certifies that vehicles will not be used for any of the work.
3. Workers' Compensation insurance with statutory limits as required by the State of California Labor Code. This requirement may be deleted if the homeowner certifies that no employees or contractors will be used for the work. The "Property Owner's Certification In-Lieu of Workers' Compensation Insurance" form must be used for this certification.

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Property Owner's Certification In-Lieu of Workers' Compensation Insurance

I, the undersigned, hereby certify that I am the owner/co-owner of the property located at

_____,
Jurupa Valley, CA; and I am planning to perform construction in the City public right-of-way in front of the above listed property.

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I understand that if I become subject to the workers' compensation provisions of the law of California, I shall forthwith comply with the provisions of Labor Code S3700, or my permit will be deemed revoked.

The construction work is scheduled to begin on _____
and should be completed by _____
(Type or print name clearly)

(Signature) *(Date)*

(Street Address)

(City, State, Zip)

(Email Address) *(Phone Number)*