



LAND DEVELOPMENT DIVISION

14177 Frederick Street * P.O. Box 88005 * Moreno Valley, CA 92552-0805
Phone: 951.413.3120 * Fax: 951.413.3158 * www.moval.org * LandDevelopment@moval.org

ENCROACHMENT PERMIT APPLICATION

DEVELOPMENT PROJECT (PEN) AND/OR MAP #: _____

UTILITY WORK ORDER NUMBER(S): _____

TYPE OF CONSTRUCTION: [] Street / Storm Drain [] Storm Drain (RCFC) [] Signing & Striping
[] Sewer [] Sewer & Water [] Water
[] Traffic Signal / Modification [] Utility Place-Holder (for bidding / misc. purposes only)
[] Miscellaneous (please describe below – required)

I HEREBY APPLY TO EXCAVATE, CONSTRUCT, INSTALL OR OTHERWISE ENCROACH WITHIN PUBLIC RIGHT-OF-WAY AS FOLLOWS:

DURATION OF WORK (NUMBER OF DAYS): _____ NUMBER OF HOURS (IF ONLY 1 DAY): _____

EVENING WORK REQUIRED? [] YES [] NO WHEN? _____ HOURS (##-##pm)? _____

WEEKEND WORK REQUIRED? [] YES [] NO WHEN? _____ HOURS (##-##pm)? _____

THIS SECTION REQUIRED FOR MISCELLANEOUS / UTILITY PERMITS ONLY:

SIDEWALK / CURB & GUTTER _____ LF CURB CORE (#) _____ PARKWAY DRAINS (#) _____ DRIVEWAYS (#) _____

EXCAVATION (Crossing) _____ LF EXCAVATION (Parallel) _____ LF NEWSPAPER RACK (#) _____

SMALL BORE POTHoles (12" diameter max) _____ OTHER POTHoles (>12" diameter) _____ BORE / SPLICE PITS (#) _____

LOCATION OF WORK [i.e. W/S of Perris Blvd. south of Cactus Ave.] – **do not** list a street address only:

In consideration of the granting of this permit, all applicants (including utility companies) hereby agree to:

1. Submit all required items per the *Encroachment Permit Submittal Checklist* [http://www.moval.org/city_hall/forms.shtml#landdev].
 - a. Typical Application drawing(s) are only accepted from the latest editions of either the **California Temporary Traffic Control Handbook (CATTCH)**, the **Manual on Uniform Traffic Control Devices (MUTCD)**, the **Work Area Traffic Control Handbook (WATCH)** or the **Field Guide for Temporary Traffic Control (FGTTC)**.
2. Indemnify, defend and hold harmless the City, Moreno Valley Community Services District (“CSD”), Moreno Valley Housing Authority (“Housing Authority”) and each of their officers, officials, employees, agents and volunteers in accordance with the **Indemnification and Hold Harmless Agreement**, which is incorporated into and part of the Encroachment Permit Application and the Encroachment Permit, itself.
3. Remove or relocate any encroachment installed or maintained under this permit, upon written notice from the City Engineer.
4. Maintain a copy of the issued permit at the work site and made available to any authorized City representative upon request.
5. Notify the Land Development Division via email (LDInspections@moval.org) at **least two (2) workdays prior to beginning and upon completion of work**. The applicant, developer, contractor and/or owner will be responsible for the timely request of inspections.

LIABILITY INSURANCE REQUIREMENTS

The “**applicant**”, whether the developer, general contractor (with appropriate license) or public utility/franchise shall pay for and maintain in full force and effect all insurance as required in **Exhibit “A”** of the **Indemnification and Hold Harmless Agreement**, which is incorporated into and part of the Encroachment Permit Application and Encroachment Permit, itself. The applicant shall be responsible for ensuring that all subcontractors are properly insured.

✓ Property owners applying as “*owner-builder*” may provide their homeowner’s insurance “*in-lieu*” of the listed requirement.

*** * * ALL APPLICABLE INFORMATION BELOW MUST BE PROVIDED * * ***

OWNER / DEVELOPER / UTILITY **OWNER / BUILDER**

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS: _____

STATE CONTRACTOR’S LICENSE #: _____ CLASS: _____ CITY BUSINESS LICENSE #: _____

GENERAL CONTRACTOR **[CLASS “A” OR APPROPRIATE “C” LICENSE REQUIRED]**

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS: _____

STATE CONTRACTOR’S LICENSE #: _____ CLASS: _____ CITY BUSINESS LICENSE #: _____

APPLICANT ♦ **SAME AS: OWNER / DEVELOPER / UTILITY CONTRACTOR**

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS: _____

♦ Will be required to sign the permit once issued.

BY SIGNING THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT... I, THE APPLICANT, HEREBY STATE THAT I AM AUTHORIZED AND HAVE READ AND AGREE TO MEET THE CONDITIONS INCLUDED IN THIS APPLICATION AND ACKNOWLEDGE THAT THIS WILL BE MADE A PART OF THE ENCROACHMENT PERMIT.

[* ATTACH NOTARIZED LETTER OF AUTHORIZATION *]

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

In consideration for the issuance of an Encroachment Permit and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the **City of Moreno Valley (“City”), Moreno Valley Community Services District (“CSD”), Moreno Valley Housing Authority (“Housing Authority”)** and each of their 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, CSD, Housing Authority, Applicant, subcontractors 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. Applicant’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, CSD, Housing Authority or any of their officers, officials, employees, agents or volunteers.

Throughout the life of the Encroachment Permit, Applicant 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. Applicant agrees to require that all parties, including but not limited to subcontractors or others with whom Applicant enters into contracts or hires or retains pursuant to or in any way related to this permit, provide the insurance coverage required herein, at minimum, including naming City and affiliated agencies as additional insured, as set forth in Exhibit “A”. Applicant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Permit. Moreover, Applicant agrees and acknowledges that failure to obtain all of the insurance required or to ensure that the coverage required herein is maintained by any subcontractors or others involved, will not diminish Applicant’s liability, and Applicant shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors.

Applicant shall conduct all defenses at his/her/its sole cost. The fact that insurance is obtained by Applicant 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 Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

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

Applicant shall be fully responsible to the City for all acts or omissions of any subcontractors. Nothing herein shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as may be required by law.

This **Indemnification and Hold Harmless Agreement** shall survive the expiration or termination 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 Applicant; (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 Applicant or his/her/its authorized signatory.

SIGNED ON THE FOLLOWING DATE: _____.

SIGNATURE OF APPLICANT *(required)*

PRINT NAME OF APPLICANT

[* ATTACH NOTARIZED LETTER OF AUTHORIZATION *]

STANDARD INSURANCE REQUIREMENTS
EXHIBIT “A”

The City of Moreno Valley, the City of Moreno Valley Community Services District and the Moreno Valley Housing Authority require the following minimum limits of insurance:

- 1) General Liability insurance with limits of not less than \$1,000,000 for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate.
- 2) Auto Liability insurance endorsed for “any auto” with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- 3) Workers' Compensation insurance as required by law.
- 4) Employer's Liability insurance with limits of liability of not less than \$1,000,000, each accident; \$1,000,000 disease each employee; and \$1,000,000 disease policy limit.

In addition, the City of Moreno Valley, the City of Moreno Valley Community Services District and the Moreno Valley Housing Authority require the following as evidence of insurance:

- 5) A certificate of insurance, which reads: *“The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are additional insured’s as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers’ Compensation and Employer’s Liability insurance as respects to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers.”*
 - a. Certificate holder should appear as follows: *City of Moreno Valley, City of Moreno Valley Community Services District, the Moreno Valley Housing Authority 14177 Frederick Street, Moreno Valley, CA 92553*
- 6) An Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance. The additional insured endorsement(s) should extend to both ongoing operations and completed operations. The additional insured should read: *“The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers.”*
 - a. Examples of primary insurance language are *"Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement"* and *"This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis"*.
- 7) An Additional insured endorsement for Auto Liability insurance. The additional insured endorsement should read: *"The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers.”*
- 8) A Waiver of Subrogation endorsement for Workers’ Compensation and Employer’s Liability insurance as respects to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers.

