



LAND DEVELOPMENT DIVISION

14177 Frederick Street * P.O. Box 88005 * Moreno Valley, CA 92552-0805
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ENCROACHMENT PERMIT APPLICATION

DEVELOPMENT PROJECT (PEN) # (if applicable): _____ MAP # (if applicable): _____

TYPE: [] Place-Holder Only (**Not** for Construction – describe below) [] Miscellaneous (describe below – **required**)
Utility Work Order #: _____

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

DURATION (# OF WORKING DAYS): _____ (Mon.–Fri. only) # OF HOURS (IF ONLY 1 DAY): _____

EVENING WORK REQUIRED? [] YES [] NO DATE(S): _____ HOURS (##–##pm): _____
If **yes**, provide the equipment to be utilized and potential noise level: _____

WEEKEND WORK REQUIRED? [] YES [] NO DATE(S): _____ # OF HOURS (limited to 8am–4pm): _____

QUANTITIES MUST MATCH ANY APPLICABLE CONSTRUCTION DRAWING:

SIDEWALK / CURB & GUTTER _____ LF CURB CORE DRAIN (#) _____ PARKWAY DRAIN (#) _____
EXCAVATION (Crossing) ♦ _____ LF EXCAVATION (Parallel) ♦ _____ LF DRIVEWAYS (#) _____
♦ **Only surface trenching (do not include boring)** ANY POTHoles (#) _____ BORE / SPLICE PITS (#) _____

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

- In consideration of the granting of this permit, all applicants (including utility companies) hereby agree to:
1. 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.
 2. Submit a complete Certificate of Liability Insurance (COI) with all the required additional insured endorsements only for the designated “*permit signer*” per **Exhibit “A”** (attached).
 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. Request a **pre-construction meeting** via email (LDInspections@moval.org) prior to beginning any construction within public right-of-way. The applicant, developer, contractor and/or owner will be responsible for the timely request of inspections.

LIABILITY INSURANCE REQUIREMENTS

The designated “*permit signer*”, whether the property owner, developer, general contractor, or the 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 *permit signer* shall be responsible for ensuring that all subcontractors are properly insured.

- Residential 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 * * ***

PROPERTY OWNER / DEVELOPER / UTILITY

[] OWNER / BUILDER

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS (include City, State, Zip): _____

GENERAL CONTRACTOR

[**CLASS “B” LICENSE ALONE CANNOT WORK WITHIN PUBLIC RIGHT-OF-WAY**]

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS (include City, State, Zip): _____

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

APPLICANT

SAME AS: [] OWNER / DEVELOPER / UTILITY [] GENERAL CONTRACTOR

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS (include City, State, Zip): _____

WHO WILL BE THE DESIGNATED **PERMIT SIGNER** ◆? [] APPLICANT [] GENERAL CONTRACTOR [] OWNER / DEVELOPER / UTILITY

THE SIGNER INDICATED ABOVE WILL BE REQUIRED TO SUBMIT THE LIABILITY INSURANCE REQUIREMENTS AND SIGN THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.

- ◆ **ATTACH A NOTARIZED LETTER OF AUTHORIZATION FOR SIGNER TO 1) CONFIRM THAT THEY’RE AUTHORIZED TO SIGN ON BEHALF OF THEIR COMPANY; OR 2) SIGN ON BEHALF OF DESIGNATED “PERMIT SIGNER”.**

BY SIGNING THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT... I, THE PERMIT SIGNER, 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 PERMIT.

**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, the permit signer 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, permit signer, 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. Permit signer’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, permit signer 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. Permit signer agrees to require that all parties, including but not limited to subcontractors or others with whom permit signer 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”. Permit signer 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, permit signer 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 permit signer’s liability, and permit signer 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.

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

Permit signer 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 Permit Signer; (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 Permit Signer or his/her/its authorized signatory.

SIGNED ON THE FOLLOWING DATE: _____.

SIGNATURE OF PERMIT SIGNER *(required)*

PRINT NAME OF PERMIT SIGNER *(must match person indicated on Pg. 2)*

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.

ENCROACHMENT PERMIT
 [A CLASS "A" OR APPLICABLE "C" LICENSE REQUIRED]

LIST OF SUBCONTRACTORS
 [A VALID CITY BUSINESS LICENSE IS REQUIRED FOR EACH]

Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #:
Business Name / Type of Work:		
Contact Name:	Email:	Mobile #:
State Contractor's License #:	Class:	City Business License #: