



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

PERMIT NO.: _____ PROJECT NO.: _____

ENCROACHMENT PERMIT APPLICATION

TYPE OF CONSTRUCTION: Street / Storm Drain Storm Drain (RCFC) Signing & Striping
 Sewer Sewer & Water Water
 Traffic Signal / Modification Utility Work Order #: _____
 Miscellaneous (please describe and complete information below, if applicable)

I HEREBY APPLY TO EXCAVATE, CONSTRUCT, INSTALL OR OTHERWISE ENCROACH WITHIN EXISTING AND/OR DEDICATED CITY RIGHT-OF-WAY AS FOLLOWS: _____

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 (#)** _____

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

EVENING WORK REQUIRED? YES NO **WHEN?** _____ **HOW MANY HOURS?** _____

WEEKEND WORK REQUIRED? YES NO **WHEN?** _____ **HOW MANY HOURS?** _____

STREET ADDRESS AND/OR LOCATION OF STREET(S) [i.e. "14177 Frederick Street" or "W/S of Perris Blvd. south of Cactus Ave."]:

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

1. **At the time of submittal**, include two (2) sets of approved construction drawings/exhibits along with two (2) sets of the corresponding traffic control plan, which should be prepared either:
 - a. Per **CJUTCM / MUTCD / WATCH Manuel Typical Application #** _____ (attach copy);
 - b. By a **Registered Engineer:** _____; **City I.D. #:** _____;
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 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 **at least two (2) work days prior to work 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, developer, general contractor and/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.

- ✓ Property owners applying as "owner-builder" are exempt as their homeowner's insurance will serve "in-lieu" of this requirement.
- ✓ All listed subcontractors are only required to obtain a valid City business license prior to permit issuance.

*** * * ALL APPLICABLE SECTIONS BELOW MUST BE COMPLETED * * ***

PROPERTY OWNER / DEVELOPER

[] OWNER / BUILDER

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS: _____

EMERGENCY CONTACT: _____ MOBILE #: _____ EMAIL: _____

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

GENERAL CONTRACTOR

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS: _____

EMERGENCY CONTACT: _____ MOBILE #: _____ EMAIL: _____

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

APPLICANT

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

CONTACT: _____ COMPANY (if applicable): _____

OFFICE #: _____ MOBILE #: _____ EMAIL: _____

MAILING ADDRESS: _____

BY SIGNING THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT... I, THE APPLICANT, HEREBY STATE THAT I/WE 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.

**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, 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 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 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.

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

MAILING ADDRESS

OFFICE / MOBILE NUMBER

SIGNATURE OF WITNESS *(required)*

PRINT NAME OF WITNESS

MAILING ADDRESS

OFFICE / MOBILE NUMBER

**INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMIT
EXHIBIT "A"**

Throughout the life of the Encroachment Permit, the Applicant 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. 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.**

Applicant 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, Applicant 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, Applicant 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).**

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and endorsed to name the City, CSD, Housing Authority and each of their officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City, CSD or Housing Authority. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers. Should Applicant 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 Contractor. **Applicant 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, Applicant 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 Encroachment Permit.

If at any time during the Encroachment Permit, Applicant 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: A Certificate of Insurance is not acceptable, in lieu of the additional insured and primary insurance endorsements required above. The Certificate of insurance **must** be accompanied by the additional insured and primary insurance endorsements.

ENCROACHMENT PERMIT

LIST OF SUBCONTRACTORS

Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	
Business Name:			Type of Work:		
Mailing Address:					
Phone #:		24-Hr Emergency #:		Email:	
State Contractor's License #:		Class:		City Business License #:	