



BLDG PMT No (if applicable) : \_\_\_\_\_

PROJECT/ PROPERTY OWNER INFORMATION:

Name: \_\_\_\_\_ Tele (24-hrs): \_\_\_\_\_

Business Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

CONTRACTOR INFORMATION:

Contact Name: \_\_\_\_\_ Tele (24-hrs): \_\_\_\_\_

Business Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

License No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

PROJECT INFORMATION:

[ ] Curb Gutter Sidewalk [ ] Driveway [ ] Public Improvements [ ] Utility [ ] Other \_\_\_\_\_

Address: \_\_\_\_\_ Community: \_\_\_\_\_

Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_

Description of Work:

[Empty rectangular box for description of work]

STEPS REQUIRED TO OBTAIN AND CLOSEOUT AN ENCROACHMENT PERMIT:

- [ ] Submit Completed Application
[ ] Pay for Permit (once permit is created)\*
[ ] Schedule Preconstruction Meeting\*
[ ] Complete Project
[ ] Schedule Final Inspection

\*Payment and scheduling of preconstruction meeting are required prior to issuance of permit

PERMITEE IS RESPONSIBLE FOR READING AND ADHERING TO ALL CONDITIONS AND PROVISIONS OF THE ENCROACHMENT PERMIT. PERMITEE SHALL CONTACT THE ENCROACHMENT PERMIT UNIT VIA E-MAIL AT PW.PERMITS@CO.SLO.CA.US OR CALL (805) 781-5252 AT LEAST FOURTY-EIGHT (48) HOURS IN ADVANCE TO SCHEDULE INSPECTIONS, PRIOR TO COMMENCING OF THE WORK FOR FINAL INSPECTION.

**Property Owner**

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I, the above signed applicant, do hereby certify that the information provided on this application is, to the best of my knowledge, true and accurate. By signing this application, I agree to abide with the Agreement Clause below.

I, the above signed, am properly licensed to perform the work described in this application, do hereby certify that the information provided on this application is, to the best of my knowledge, true and accurate. By signing this application, I agree to abide with the Agreement Clause below.

Agreement Clause:

- The permittee agrees and accepts that the work will be conducted in accordance with the Encroachment Permit Conditions, the County of San Luis Obispo Public Improvement Standards, the Streets and Highways Code, State Vehicle Code, County Code, and these attached Provisions.
- The permittee agrees and accepts that any work within the right of way of a county-maintained road shall be performed by an appropriately licensed and bonded contractor and shall provide traffic control per the latest California Manual of Uniform Traffic Control Devices.
- The permittee shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability that relate in any way to this permit, including, but not limited to, any act or omission on the part of the permittee, or of agents, employees, or independent contractors directly responsible to the permittee; including, but not limited to, any defects, flaws or errors in the design or performance of any work under this permit, providing further that the foregoing shall apply to any acts, or omissions to act, committed jointly or concurrently by the permittee, the permittee's agents, employees or independent contractors, and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the permittee to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.]

For current Standards visit: <https://www.slocounty.ca.gov/Public-Works/Public-Improvement-Standards.aspx>

**PLEASE CHECK APPLICABLE BOX:**

- Plans on file with associated building permit (sketch optional)
- Use sketch area below to show proposed scope of work
- Engineered drawings submitted

Use the below space (or attach plans) to draw and label all existing improvements (structures, hardscape, landscape, etc.) and the proposed new improvements, including but not limited to the following (clearly differentiate between existing and proposed):

- Hardscape (asphalt and/or concrete) to include driveway approaches, parking areas, paving, curbing and/or berms, sidewalks, curb and gutters, etc. Label type and dimensions.
- Drainage facilities, both major and minor.
- Trenching and/or the placement of utilities to include utility boxes, pedestals, pads, vaults, and poles, etc. shall be delineated in a typical trench detail outlining the size, type, length, location, etc.
- Landscaping to include trees, shrubs, groundcover, irrigation facilities, walls, pillars, fences, gates, and a planting schedule/legend.
- All other miscellaneous construction and improvements (mailboxes, etc.).

A large grid area for drawing and sketching proposed improvements. The grid consists of 30 columns and 30 rows of small squares, providing a space for technical drawings and site plans.

## **GENERAL ENCROACHMENT CONDITIONS**

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Pursuant to California Streets and Highways Code Section 1463, the applicant is hereby notified that in the event the future improvement of the road necessitates the relocation of such encroachment the permittee will relocate the same at his sole expense. In said event the road commissioner shall serve on the permittee his written demand specifying the place of relocation and specifying a reasonable time within which the work of relocation must be commenced. The permittee must commence such relocation within the time specified in said demand and thereafter diligently prosecute the same to completion.

All permits other than those issued to public agencies or a public utility having lawful authority to occupy the roads are revocable on five days' notice and the encroachment must be removed or relocated as may be specified by the road commissioner in the notice revoking the permit and within a reasonable time specified by the road commissioner unless the permit provides a specified time.

Public utilities may be required, within a reasonable time, to relocate such of their facilities as interfere with an enlarged public use of the road, except in those cases where the enlarged use of the road involves a state freeway.

If required, a cash deposit has been posted by the permittee. It is agreed that funds will be drawn from the deposit to pay the actual costs of any action taken by the County to correct any unsafe condition that may arise during the course of the above permitted activity.

### **TRAFFIC CONTROL:**

The contractor shall be responsible for providing traffic control throughout all phases of work in accordance with Part 6 of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

### **PEDESTRIAN PROTECTION:**

The permittee shall be responsible for constructing and maintaining pedestrian protection devices at all times and in accordance with the California Manual of Uniform Traffic Control Devices (CA-MUTCD), and the California Building Code (CBC). If permitted herein, sidewalk closures must conform to Part 6 of the CA-MUTCD, including TA-28 and TA-29; and pedestrian protection through a construction zone must conform to CBC §3306, including barricades, railings, covered walkways.

### **SURVEY MONUMENT PRESERVATION:**

Prior to commencing work the permittee shall hire a licensed land surveyor or registered civil engineer, legally authorized to practice land surveying, to locate all the survey monuments within the work zone and file a corner record or record survey of the references with the County Surveyor if the monument could be destroyed, damaged, covered, disturbed, or otherwise obliterated. Prior to completion of the permitted work, all disturbed monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location; and a new corner record or record of survey of the references shall be filled with the County Surveyor. It shall be the responsibility of the permittee to provide for the monumentation required by this section.

### **MAINTENANCE OF FACILITIES:**

The permittee agrees to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

### **RESTORATION OF RIGHT-OF-WAY:**

Upon completion of the work authorized by a permit, the permittee, at its sole expense, must restore the right-of-way to a condition equivalent to the right-of-way condition immediately before the encroachment work was commenced, unless otherwise authorized or required by writing.

**ACCEPTANCE:**

Commencement of any work under this permit shall constitute acceptance of all conditions and requirements of the permit whether or not the permit is signed by said person or an authorized representative of said person, firm or corporation.

**AGREEMENT CLAUSE:**

The permittee agrees and accepts that the work will be conducted in accordance with the Encroachment Permit Conditions, the (County) Public Improvement Standards, the Streets and Highways Code, State Vehicle Code, County Code, and these attached Provisions.

The permittee agrees and accepts that any work within the right of way of a county-maintained road shall be performed by an appropriately licensed and bonded contractor and shall provide traffic control per the latest California Manual of Uniform Traffic Control Devices.

The permittee shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability that relate in any way to this permit, including, but not limited to, any act or omission on the part of the permittee, or of agents, employees, or independent contractors directly responsible to the permittee; including, but not limited to, any defects, flaws or errors in the design or performance of any work under this permit, providing further that the foregoing shall apply to any acts, or omissions to act, committed jointly or concurrently by the permittee, the permittee's agents, employees or independent contractors, and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the permittee to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.]