

Permit Number: ENC \_\_\_\_\_ - \_\_\_\_\_

SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS  
**SPECIAL EVENT PERMIT APPLICATION**

Wade Horton, Director



County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

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**APPLICANT INFORMATION**

TAX ID #: \_\_\_\_\_

Organization: \_\_\_\_\_ Non Profit: Yes  No

Mailing Address: \_\_\_\_\_ City, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone (24-hr): \_\_\_\_\_ Fax: \_\_\_\_\_

**Signature of Authorized Individual:** \_\_\_\_\_ (Date) \_\_\_\_\_

Printed Name (if different from contact): \_\_\_\_\_ Email: \_\_\_\_\_

*I, the above signed applicant, do hereby certify that the information provided on the Encroachment (Special Event) Permit Application is true, accurate, and to the best of my knowledge. I also, by signing this Application do hereby agree to abide with the Agreement Clause stated below.*

**EVENT INFORMATION (attach additional sheets if needed)**

Annual Event: Yes  No

Event Name: \_\_\_\_\_

Event Description: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time (in Right-of-Way): \_\_\_\_\_

Event Location/Route: \_\_\_\_\_

Road Closure:  Yes  No If Yes, where: \_\_\_\_\_

# of Participants: \_\_\_\_\_ # of Spectators: \_\_\_\_\_ # of Volunteers: \_\_\_\_\_

**Event Activities in County Right-of-Way (check all that apply) Do not check if located on Private Property.**

- |                  |   |  |  |                                  |
|------------------|---|--|--|----------------------------------|
| Traffic Control: | <input type="checkbox"/> Cones/Barricades | <input type="checkbox"/> Flaggers      | <input type="checkbox"/> Pavement Markings | <input type="checkbox"/> Signs   |
| Encroachments:   | <input type="checkbox"/> Aid Stations     | <input type="checkbox"/> Alcohol Sales | <input type="checkbox"/> Restrooms         | <input type="checkbox"/> Vendors |
| Other:           | <input type="checkbox"/> Ambulance        | <input type="checkbox"/> Cal Fire      | <input type="checkbox"/> CHP               | <input type="checkbox"/> Sheriff |
|                  | <input type="checkbox"/> Parking          | <input type="checkbox"/> Spectators    | <input type="checkbox"/> Volunteers        | <input type="checkbox"/> _____   |

Rules of the Road Event:  Yes  No Participant Fees:  Yes  No Participant Waiver:  Yes  No

Pre-Event Advertizing:  Yes  No If Yes, type/where/when: \_\_\_\_\_

Has CHP been contacted?  Yes  No Is CHP traffic control required?  Yes  No

*If CHP has not been contacted, the County will initiate any required correspondence.*

**Agreement Clause:**

- The applicant agrees and accepts that the work will be conducted in accordance with the County Standards and Specifications, Encroachment Permit Conditions, California Manual of Uniform Traffic Control Devices, State Standards and Specifications, State Streets and Highways Code, State Vehicle Code, and the attached Provisions.
- 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.

## REQUIRED SUBMITTALS/ATTACHMENTS

- Completed and signed SPECIAL EVENT PERMIT APPLICATION (page 1)
- Event Location/Route Map (use space provided below or attach separate sheets)
- Traffic Control Plan (see *Traffic Control Plan Guidelines & Examples.pdf* available on the website)

**NOTE: Applications are due at least 3 months prior to the event (6 months for multiple road closures).** During review of the completed application, the County will determine the permit conditions and submittals and will typically **respond to the applicant within 2 weeks.** (See Page 3 for Guidelines for Special Event Permit Conditions and Submittals). All completed submittals must then be submitted (in single package) at least **6 weeks prior to the event.** INCOMPLETE SUBMITTALS NOT ACCEPTED.



The grid area is a large square divided into a 20x20 grid of smaller squares. In the top right corner of the grid, there is a compass rose with four points labeled 'N' (North), 'S' (South), 'E' (East), and 'W' (West).

**DRAW AND LABEL THE FOLLOWING:**

- Event Location/Route
- Detour Routes (if applicable)
- Event Activities in ROW (see page 1)
- Proposed Traffic Control Plan (attach additional sheets as needed)

GUIDELINES FOR SPECIAL EVENT PERMIT CONDITIONS AND SUBMITTALS (due prior to issuance of permits)			
CONDITION/SUBMITTAL	REQUIRED?		NOTES
	YES	NO	
A. <b>Permit Required</b>	If any traffic control, route markings, road/lane closures, pre-event advertizing, participant fee, or event activities in ROW.	No impacts to free flow traffic and no encroachments in the County ROW.	
B. <b>Application Fee</b>	If participant fee, vendors or not exempt per Title 13.08.055. General Encroachment Permit fee. (See Fee List on website)	Title 13.08.055 (i.e non-profits)	If required, fee is required prior to permit issuance. Fee is payable at PW counter or via USPS.
C. <b>Checking and Inspection Agreement</b>	Events with multiple road closures where staff review is expected to exceed fees. Agreement allows applicant to be billed at time and materials.	Most events	If required, must be executed at least 60 days prior to event. Standard agreement can be found online at <a href="http://www.slocounty.ca.gov/PW/Dev/Serv/OnlineForms.htm">http://www.slocounty.ca.gov/PW/Dev/Serv/OnlineForms.htm</a>
D. <b>Traffic Control Plan</b>	Required for all special events (See Traffic Control Plan Guidelines & Examples.pdf on website)	N/A	Draft Traffic Control Plan must be submitted with application. Traffic Control Plan must approved by the County prior to issuance of permit.
E. <b>CHP Review and Agreement for Services</b>	CHP must be notified of all special events. Each CHP office has different requirements. If CHP will be providing traffic control, applicant must enter into an agreement w/CHP.	N/A	If CHP will be providing traffic control, the fully executed agreement (or confirmation from CHP) must be on file prior to issuance of permit.
F. <b>Insurance Policy</b>	<b>Required for all special events. \$1M-\$2M per occurrence general liability for most events; up to \$5M per occurrence for large events.</b> Check with the Department for requirements (based on duration, # of participants/spectators, alcohol sales, etc.)	N/A	Applicant must name County of San Luis Obispo and CHP as additional insured. A copy of the <b>certificate and endorsement (one for each entity)</b> must be on file prior to issuance of permit. Umbrella policies are not accepted in lieu of general liability requirements.
G. <b>Participant Waiver/ Release and Hold Harmless Agreement</b>	Most events. At a minimum, waivers must "indemnify the County of San Luis Obispo from any and all liability for any and all loss(es), damage(s), and any and all claims...in connection with participation in the event" Additional language is required when participants are adjacent to traffic.	N/A	Waivers must be reviewed and approved by County Counsel prior issuance of permit. County may request originals. Contact the Department for waiver boilerplates.
H. <b>Damage Bond</b>	If ancillary facilities (Restrooms, Staging, Stations, Vendors) in the ROW. \$500 most events; \$1000 large events.	If no ancillary facilities in ROW.	If required, bond is payable at PW counter upon issuance of permit. In permit conditions are met, bond will be returned two (2) weeks after event.
I. <b>Caltrans/City Permits</b>	If required by jurisdiction(s), based on event location.	If event is only on SLO County maintained roads.	The permittee is responsible for obtaining any other permits or approvals that may be required.
J. <b>Public Outreach</b>	Based on event size, location and traffic control (i.e. road closures), County may require the following: <ul style="list-style-type: none"> <li>• Letter to residents/businesses</li> <li>• Pre-event signage</li> <li>• Press release</li> </ul>	N/A	At a minimum, applicant must notify emergency services and community organizations 14-30 days prior to event. County may require review of press release and/or letters prior to issuance of permit. Changeable message signs or other pre-notification signs may be required.

# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

## STANDARD ENCROACHMENT PERMIT PROVISIONS

### GENERAL

1. Authority. This permit is issued pursuant to Chapter 13.08 of the San Luis Obispo County Code and Chapter 5.5 (commencing with Section 1450) of the Division 2 of the California Streets and Highways Code, the provisions of which are incorporated herein by reference as though fully set forth herein. Special event permits with are issued pursuant to Chapter 15.610 of the San Luis Obispo County Code and Chapter 2 (commencing with Section 942) of the Division 2 of the California Streets and Highways Code, the provisions of which are incorporated herein by reference as though fully set forth herein. Issuance or denial of permit may be appealed to the Board of Supervisors. All board decisions are final and conclusive.
2. Definitions. The word "County" as used herein means the County of San Luis Obispo acting by and through its director of Public Works or his duly authorized representative. For special event permits, the word "work" as used herein refers to all activities related to the special event.
3. No Precedent Established. This permit is granted with the understanding that this action is not to be considered to establish a precedent concerning any kind of encroachment within the county right-of-way.
4. Permits from Others. When the law requires the consent to any work hereunder from any other public board or person having jurisdiction, this permit shall be suspended in operation unless and until such consent is obtained.
5. Permission from Property Owners. Whenever it is necessary to secure permission from abutting property owners, such authority must be secured by the permittee prior to the starting of work.
6. Responsible Party. No party other than the named permittee or their agent is authorized to work under any permit.
7. Notice Prior to Starting Work. Before starting work under the Encroachment Permit, the permittee shall notify the county inspector 24 hours prior to initial start of work.
8. Indemnity. 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.
9. Other Work. This permit is to be strictly construed, and no work other than that specifically mentioned is authorized hereby.
10. Safety. All work shall be performed in a safe and workmanlike manner in accordance with all applicable laws and regulations.
11. Keep Permit on the Job. This permit shall be kept at the site of the work and shall be shown to any representative of the County Department of Public Works, or any law enforcement officer on request.
12. Protection of the Public. The work shall cause the least possible inconvenience to the traveling public. At least one-way traffic shall be maintained at all times during the working day (7 a.m. through 5 p.m.). Two-way traffic shall be maintained from the close of the working day to the start of the next working day. Department approval required for full width road closures. All warning signs, lights, devices, and procedures shall conform to the latest California Manual of Uniform Traffic Control Devices (CMUTCD). All traffic associated with the work shall follow the provisions of the California Vehicle Code.
13. Standards of Construction. Any matter not specifically mentioned herein, or covered by direct reference, shall conform to the County Standard Improvement Specifications and drawings, and, if not covered therein, to Caltrans Standard Specifications and Plans.
14. County Inspection. All work shall be subject to County inspection, and shall be performed in accordance with County Standards to the satisfaction of the County.
15. Expense of Inspection. On work which in the judgment of the County requires the presence of an employee of the Department of Public Works as inspector, the actual cost (including salary, traveling expense, and overhead) of such inspection shall be paid by the permittee upon presentation of a statement therefore. The cost of any tests required by the County shall be borne by the permittee.
16. Bonds. The applicant shall provide a cash bond (with assignment to the County) in the amount specified on the Encroachment Permit which sum is deemed sufficient by the Department of Public Works and which bond or deposit aforesaid shall guarantee payment to the County for all costs of work of improvement, engineering, inspection, and related incidental expenses done or incurred by the County as is provided for herein. Expense of Inspections shall be paid current and/or the finalization of Encroachment Permit is required prior to release of Bonds.
17. Restoration of Right-of-Way. All portions of the right-of-way, and all adjacent areas directly affecting such, if disturbed by work pursuant to this permit, shall be promptly restored to prior condition (including the replacement of suitable material and/or the planting of vegetation) and shall be left in a presentable condition.
18. Existing Utilities. The permittee shall contact all utilities to determine the location of any existing facilities prior to any excavation. The underground Service Alert ticket number and name shall be kept on the job site and be available to any representative of the County Department of Public Works or any law enforcement officer on request. The permittee shall also contact the local water purveyor, sanitation district or other utility not affiliated with Underground Service Alert to advise them of the proposed project. The date and name of this contact must also be kept on the job site. The permittee shall immediately notify the owning utility of any damage to the existing facility.

19. Future Moving of Installation. In the event it becomes necessary, in the opinion of the County, to remove or relocate the encroachment permitted hereunder, such shall be accomplished by, and at the sole expense of, the permittee, and within such time and manner as may be required by the County. (Curb and gutter improvements constructed in accordance with approved County plans are exempted from this provision).
20. Taxation of Possessory Interests. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation, and that permittee may be subject to payment of taxes levied on such interest.
21. Joint and Several Obligation. If there is more than one permittee subject to the terms of this permit, then all of the terms of this permit shall bind the permittees individually and collectively, and said permittees shall be individually and collectively liable therefore.
22. Maintenance. The permittee agrees by the acceptance of this permit 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.
23. Clear Zone. Any work performed in the right-of-way shall be designed and constructed so that a 10-foot wide area beside the edge of traveled way is clear of any obstructions (Section 14.1.7A ). No above grade unyielding fixed objects shall be constructed within this clear zone unless specifically permitted by the County Director of Public Works. The director of Public Works may consider construction within the clear zone when it is designed in a manner to break away easily if hit by a moving vehicle.

#### **USA MEMBERSHIP REQUIREMENTS**

24. California Law. Every operator of a subsurface installation, except the Department of Transportation, shall become a member of, participate in, and share in the costs of, a regional notification center, (USA). Cal. Govt. Code Sections 4216-4216.9. "Operator" means any person, corporation, partnership, business trust, public agency, or other entity which owns, operates, or maintains a subsurface installation. For purposes of Section 4216.1 an "operator" does not include any owner of real property where subsurface facilities are exclusively located if they are used exclusively to furnish services on that property and the subsurface facilities are under the operation and control of that owner. "Subsurface installation" means any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines.

#### **UTILITY AND UNDERGROUND**

25. Cutting Pavement. All construction in asphalt shall be bored wherever possible. Open cut construction must be specifically permitted or may be authorized by the County inspector to accommodate unexpected field conditions. When pavement is cut it shall be done in a manner which causes the least possible damage to the adjacent pavement. After the utility is placed and the trench backfilled and based, the pavement shall be trimmed by sawing or other approved means to a sufficient width to removal displaced or damaged pavement. If the trench edge is within 2-feet of the edge of the roadway pavement, the entire 2-feet shall be removed and replaced.
26. Backfill. Bedding and shading material shall be consolidated and compacted by a field approved method. Backfill material shall be consolidated and compacted to the following standards: (Std. Dwg. U-4, U-4a, U-4b). Compaction tests shall be taken in locations as determined by the County Inspector. If approved by the County Inspector, excavations may be backfilled with vibrated sand slurry, or two sack cement slurry. All tests shall be conducted using Caltrans test methods.
27. Replacement of Pavement. The surface of all trenches in the traveled way shall be temporarily patched or otherwise surfaced at the end of each working day. Such temporary patching or other field approved surfacing shall be kept in a smooth, firm, dust-free condition for the safe use of the public for no more than 30 days or the final surface patch is required. Cold mix asphalt may be used as a temporary patch material; however, recessed metal plates are required on all arterial and major collector streets. Steel plate bridging shall conform to State Standards TR-0157. After the ditch edges have been trimmed, the base and pavement shall be replaced. The thickness of the base and paving to be replaced shall be determined in the field and shall be at least equal in section to that adjacent to the trench area; however, no pavement shall be less than 3" inches thick. Pavement shall be replaced with Type A hot mix asphalt which shall conform to State requirements for 1/2" maximum medium grading. Base material shall conform to State requirements for Class 2 Base.
28. Plowing. The use of a static plow within 5-feet of the edge of the pavement is prohibited. A vibrating plow may be used to within 1-foot off the edge of the pavement. Any pavement that is broken or otherwise disturbed by the plowing operations shall be removed and replaced. After plowing and prior to any compactive effort, the plow trench shall be flooded to attain a plastic condition. The trench shall then be compacted by wheel rolling or other suitable means.
29. General. Minimum cover over utilities shall conform to the County Standard U-1 drawing for installation. Maximum length of work under construction at any time shall not exceed 1,000 feet. Disposal of spoil material shall be outside the road right-of-way unless otherwise specifically approved by the County. Reasonable care shall be taken to avoid damage to major roots of trees. If an independent contractor installs a utility, the operator of the utility must accept the work before final approval of the work by the County.
30. Responsibility for Failures. The utility/service company that required the installation of facilities within the limits of the County right-of-way shall assume maintenance responsibility, in perpetuity, for any damage/failure to County maintained facilities as a result of such installation.

Revised: May 28, 2013

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