



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

ENCROACHMENT / TRAFFIC CONTROL PERMIT APPLICATION

Property Owner: _____ Contractor Name: _____

Contractor Business Address: _____ Phone: _____

City, State, Zip: _____ Email: _____

24-Hour Emergency Contact Name/Phone _____

City Business License #: _____ State Contractor's License #: _____ Class*: _____

*Note: Class A License is required for work in City right-of-way

Job Location: _____ Working Hours: _____ AM/PM to _____ AM/PM

Start Date: _____ Completion Date: _____ Specify number of working days _____

Permission is being requested to work within the public right-of-way for the construction of the following improvements:

Submittal Checklist:

- Submittal fee of \$197.00
- Construction Plans showing the project area, scope of work, and City Standard details for work
- Traffic Control Plan. (If you are working in the street or right of way, a traffic control plan is required.)
- Is your project near a School Zone? ☐ Yes ☐ No (If yes, working hours may be limited)
- Is your project closing/affecting Bicycle lanes or Sidewalk? ☐ Yes ☐ No (If yes, TCP must address Bikes and Pedestrians)
- Are you requesting a one way or full street closure? ☐ Yes ☐ No (if yes, a full ped, bike & vehicle detour plan is required)
- Does proposed work include (check all that apply): ☐ Excavating ☐ Trenching ☐ Utility Crossing
- Does proposed work include pavement cuts on a newly paved street within the last 5 years? (Refer to Ord 11.20.090): ☐ Yes ☐ No

Monument Perpetuation

Excavating, cutting, drilling, trenching, digging, potholing or otherwise disturbing the surface of any street is prohibited until the Surveyor's Statement is signed. An exception to this requirement may be granted by the City Engineer in the following situations:

1. Encroachment into the City's right of way is limited to areas outside of existing street improvements.
2. A signed statement provided by the Owner or Authorized Representative agreeing to delays, changes and/or additional monumentation requirements as determined by the City Engineer, if during the pre-construction meeting or at any time during the course of work, existing monumentation is identified.

Surveyor's Statement Regarding the Presence of Monuments Within Project Limits

I attest that I have performed a record search and field inspection to identify existing monuments. If monuments were found, I have set sufficient controlling witness and permanent monuments to ensure perpetuation of their location in accordance with Section 8771 of the business and professions code, and shall provide the City of Paso Robles a copy of the requisite corner record or record of survey, filed with the County Surveyor, prior to encroachment permit issuance.

Professional Land Surveyor Signature, PLS #

Date:

(initial) Applicant hereby acknowledges that he/she has received a copy of the Encroachment Permit Terms and Conditions and agrees to be bound by them. **-CALL U.S.A. 48 HOURS BEFORE YOU DIG 1-800-227-2600-**

The undersigned applicant / permittee agrees that the work will be done in accordance with all City Standards and Specifications and is subject to this permit's terms and conditions, the State Vehicle Code, the State Streets & Highways Code and is subject to inspection.

Signature of Applicant (Permittee)

Print Name:

Date:

CONTACT INSPECTION LINE @ 805-227-7223

24 HOURS PRIOR TO, DURING ALL PHASES OF CONSTRUCTION & UPON COMPLETION OF THE PROJECT

REV JUL 2026

ENCROACHMENT PERMIT TERMS AND CONDITIONS

1. Authority: Each Encroachment Permit is issued in accordance with the City of Paso Robles Municipal Code, Title 11.

2. Revocation: These General Provisions, and any Encroachment Permit issued hereunder, are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the public right- of-way.

3. Responsible Party: No party other than the named permittee or their agent is authorized to work under any permit.

4. Acceptance of Provisions: It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.

5. Notice Prior to Starting Work: Before starting work under the Encroachment Permit, the permittee shall notify the designated City representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the City's representative. Unless otherwise approved by the City Engineer, all work shall be performed on weekdays, (Monday thru Friday), and during the normal working hours of the City Inspector (7AM - 5PM), excluding all Federal Holidays.

6. Standards of Construction: All work performed within the public right-of-way shall conform to recognized standards of construction and the current City of Paso Robles Engineering Standards, Standard Specifications, City Policies and CALTRANS Manual of Traffic Controls (for Construction and Maintenance Work Zones).

7. Inspection and Approval by the City: All work shall be subject to monitoring, inspection, and approval by the City. The inspector must receive all inspection requests at least 24 hours prior to inspection. The permittee shall request a final inspection and acceptance of the work.

8. Keep Permit on the Work Site: The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer on demand. **Work shall be suspended if permit is not at job site as provided.**

9. Conflicting Permits: If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the City.

10. Permits From Other Agencies: The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, **OSHA**, or any other public agency having jurisdiction. **Failure to comply with the law, as noted above, will invalidate this City permit.**

11. Provisions for Pedestrians: Where facilities exist, a minimum sidewalk and bike path width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

12. Protection of Traffic: Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of CALTRANS' Manual of Traffic Controls. Traffic control for day or nighttime lane closures shall comply with Caltrans Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.

13. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall comply with CALTRANS' Manual of Traffic Controls for Construction and Maintenance Work Zones.

14. Storage of Equipment and Materials: The permittee shall delineate/cone off any obstacle, material stored, or equipment parked adjacent to the lane, to the satisfaction of the City Engineer. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

15. Care of Drainage: If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provisions shall be made by the permittee to provide for it as may be directed by the City Engineer.

16. Making Repairs: In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the public right-of-way facilities that have been excavated or otherwise disturbed by permittee. The permittee shall maintain, for one year, all portions of the public right-of-way disturbed and/or placed under any permit. If the highway is not restored as herein provided for, or if the City elects to make repairs, permittee agrees to bear the cost thereof.

17. Elevation Reference Marks: The permittee is responsible for locating and identifying all City benchmarks (elevation reference marks) that might be damaged or disturbed prior to the start of any work authorized under this permit. If the permittee damages or disturbs any benchmark, the permittee shall have the benchmark replaced by a registered civil engineer or land surveyor and all supporting documentation shall be submitted to the Director of Public Works for review and approval prior to the final inspection.

18. Clean Up Right-of-Way: Upon completion of the work, all brush, timber, scraps, material, etc. shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.

19. Cost of Work: Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the public right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the City for such work.

20. Submit Plan: For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish three (3) sets of plans showing location and construction or other activity. For underground facilities, the permittee shall submit a complete set of "record drawings", prepared by a registered civil engineer, for review and approval prior to placing said facilities into operation.

21. Bonding: This permit shall not be effective for any purpose unless, and until the permittee files with the City a surety bond when required by the City's Engineer in the form and amount required by the City's Municipal Code. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one(1) year after acceptance of the work by the City.

22. Maintenance of the Public Right-of-Way: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to any facilities within the public right-of-way resulting from the encroachment. **Said maintenance and repair responsibility shall run for the life of the encroachment.**

23. Responsibility for Damage: The City of Paso Robles and all officers and employees thereof, including but not limited to the Director of Public Works and the Capital Projects Engineer, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit. The permittee shall indemnify and save harmless the City of Paso Robles and all officers and employees thereof, including but not limited to the Director of Public Works and the Capital Projects Engineer, from all claims,

suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the City, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee; provided, however, that permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole active negligence or willful misconduct of the City, its agents, officers or employees.

24. No Precedent Established: This permit is issued with the understanding that any particular action is not to be considered as establishing any precedent: (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within the public right-of-way; or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

25. Archaeological: The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Capital Projects Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Capital Projects Engineer concerning the continuation of the work.

26. Future Moving of Installations: Permittee understands and agrees that whenever permitted facilities conflict with future City improvements and projects, new construction, reconstruction or maintenance work in the public right-of-way, said facilities shall be relocated, removed, modified or adjusted at permittee's sole expense.

27. Preservation of Survey Monuments: Contractor is responsible for preservation and/or perpetuation of all existing monuments which control subdivisions, tracts, boundaries, streets, highways, or other rights-of-way,

easements, or provide survey control which will be disturbed or removed due to contractor's work. Contractor shall provide a minimum of 10 working days' notice to project engineer/surveyor prior to disturbance or removal of existing monuments. Project engineer/surveyor shall coordinate with contractor to reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant Business and Professions Code section 8771.

28. Insurance: Permittee shall maintain and provide commercial general insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the Agency. A certificate of insurance evidencing this coverage shall be provided to the Agency prior to the start of any work under this Encroachment Permit. The Agency's Risk Manager may from time to time increase the limits of the required insurance coverage. The Agency is to be named as an additional insured with an endorsement in favor of the Agency. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

29. Authorized Work Hours: All work authorized under this encroachment permit shall be performed during standard daytime work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved in writing by the City Engineer. Restricted work hours may be imposed by the City Engineer as deemed necessary. No work shall be permitted on federal holidays. No boring operations are to be performed on Fridays unless approved in writing by the City Engineer.

30. Certification: As the project owner or authorized representative, I certify that I will comply with the City of Paso Robles Standard Stormwater BMP Conditions Encroachment Permits. Appropriate BMPs will be implemented to effectively minimize the impacts of this project's construction activities on storm water quality.

City of Paso Robles

Standard Stormwater BMP Conditions for Encroachment Permits

1. Stormwater Best Management Practices: (BMPs) shall be implemented at all times during work within the public right-of-way. The Contractor is responsible for preventing any discharge of sediment, pollutants, or debris into the City's storm drain system, gutters, or waterways.

2. General Requirements: Contractor shall maintain the work area in a clean and orderly condition at all times. No materials, waste, or equipment may be stored in the gutter or within stormwater flow lines. BMPs shall be installed prior to the start of work and maintained daily.

3. Storm Drain Inlet Protection: All storm drain inlets adjacent to or downstream of the work area shall be protected with gravel bags, filter socks, or approved inlet covers. Inlet protection shall be inspected frequently and maintained to prevent clogging or flooding. No materials, liquids, or wastewater shall enter an inlet at any time.

4. Sediment & Erosion Control: Install perimeter controls (gravel bags, fiber rolls, or silt fencing) to contain sediment and prevent tracking into streets. Sweep paved areas daily or more frequently if needed. Do not hose down pavement. Stockpiled soil or aggregate shall be covered or bermed when not in active use.

5. Concrete, Mortar, & Saw-Cutting Controls: All saw-cut slurry shall be **fully contained and vacuumed up**. Slurry shall not be allowed to enter the gutter or storm drain system. Concrete washout shall be performed in a designated washout bin or approved containment system. No washout on pavement, soil, or gutters. Rinsing of tools, chutes, or equipment into the street or storm drain system is prohibited.

6. Pollution Prevention / Good Housekeeping: Fueling, oil changes, hydraulic repairs, or equipment maintenance are prohibited in the roadway or near drainage paths. Place drip pans or absorbent under parked or idle equipment. Secure all materials to prevent wind-blown debris. Keep chemicals, paints, solvents, and adhesives sealed and stored with secondary containment.

7. Dewatering / Standing Water: Any dewatering activity requires City approval prior to discharge. Water must be filtered or settled onsite before release. Discharge to the storm drain system is prohibited.

8. Rain Event Preparation: Contractor shall fully secure the site 24 hours prior to forecasted rain. Cover stockpiles, reinforce inlet protection, remove loose debris, and ensure all BMPs are functional. Open trenches shall be protected from runoff.

9. Compliance & Enforcement: The City may suspend or revoke the encroachment permit for failure to maintain BMPs or for causing a discharge to the storm drain system. Contractor is responsible for immediate cleanup of all discharges and may be billed for City response or cleanup costs. BMPs shall be maintained until the work is complete and the site is restored to its pre-construction condition.

Traffic Control

Street closure request forms should be completed and filed with the City Engineer at least 7 days prior to the start of construction to allow time for review by all concerned City Departments: Public Works, Emergency Services, and Police Department.

- Carefully read and follow all instructions on the closure request form.
- A traffic control plan must accompany all closure requests.
- Approved plans/building or grading permit is required.
- An Encroachment Permit is also required for any work done in the City's right-of-way.
- Applications will be returned if they are incomplete.

Return completed request form and traffic control plan to:

**Community Development Department
City Engineer
City of Paso Robles
1000 Spring Street, Paso Robles, CA 93446**

Applicants will be notified by the Community Development Department Administration Office when their request has been approved or if further information is required. A copy of the approved form will be sent to the applicant to hold in their possession during the time of the closure. Inquires about the status of your request should be directed to Community Development Department Administration Office at 237-3860.

Parking 72-hour notice is required to be posted for affected parking.

Notification The CONTRACTOR or TRAFFIC CONTROL CONTRACTOR is responsible for notification of businesses/residences affected by the street closure. Copy of said notice shall be submitted to the City upon delivery to affected businesses/residences.

Emergency Vehicle Clearance All street closures must maintain adequate clearance for emergency vehicle access. For further clarification, please contact the Department of Emergency Services.

Public Works Administration	805-237-3861
Public Works Department (Streets Division)	805-237-3864
Community Development Engineering	805-237-3860
Department of Emergency Services	805-227-7560
Police Department (Community Service Specialist)	805-237-4086
Parks & Recreation Department (Facilities Coordinator)	805-237-3991

Traffic Control Plan Assistance: If you need help with developing your traffic control plan, you can find drawings and guidance in the California Manual of Uniform Traffic Control Devices.

<http://www.dot.ca.gov/trafficops/camutcd/camutcd2014rev3.html>

City Engineering Standards:

<http://www.prcity.com/government/departments/commdev/engineering/standards-text.asp>