



PURPOSE

This policy is directed toward protecting the health, safety, and welfare of the citizens and visitors of Mohave County, as well to prescribe a uniform permitting process for Special Events conducted in County rights-of-way.

This policy provides for the planning and operation of Special Events for the benefit of enhancing the event patron and participant experience while minimizing adverse impacts to non-participants including area residents, visitors, business, emergency service providers, and the traveling public.

DEFINITION

A SPECIAL EVENT, for the purposes of this Policy, is defined as any public or private activity sponsored by a structured, formal organization planned for and conducted within Mohave County rights-of-way.

This policy does not apply to the casual use of Mohave County rights-of-way by persons or groups not otherwise defined, as determined by the Mohave County Engineer.

The event must have a scheduled start and end time and be at a location that impacts the normal operation of Mohave County roadway(s). The impact may be a result of:

- a. Increased pedestrian or vehicular traffic.
- b. Numbers of participants or spectators.
- c. Reduced roadway or right-of-way capacity.

POLICY

Permit issuance will be by the County Engineer through the Public Works Department.

Special Events involving partial/full closure of Mohave County roads or streets-as proposed or as determined by the County Engineer for safe event operation-or having potential to create undue impacts on the normal use of Mohave County roadways or rights-of-way under this policy shall require consideration and approval by the Mohave County Board of Supervisors prior to permit issuance.

The following procedures, conditions, and requirements apply to all requests for Special Events to be conducted within Mohave County roadways or rights-of-way. Special Event Permits shall be required under the process and deadlines set forth in this Policy for all Special Events using any rights-of-way within the unincorporated area of Mohave County unless waived or otherwise directed by the Mohave County Engineer.



- Step 1. The applicant should contact the Office of the Mohave County Supervisor whose District encompasses the event location and provide a summary of proposed day(s)-of-event operations and activities within County rights-of-way for any Special Event subject to this policy.
- Step 2. The applicant must submit a completed Special Event Permit application and non-refundable filing fee in the amount of One Hundred Dollars (\$100) to the Public Works Department for review and processing by the Public Works Director. Payment can be made online at the Public Works webpage once a permit number is assigned. This permit application shall be submitted no later than sixty (60) calendar days prior to the first day of the event to provide for review time and scheduling for Mohave County Board of Supervisors consideration and approval.
- Step 3. The applicant must append to the Special Event Permit application a temporary traffic control plan prepared in accordance with the latest Manual on Uniform Traffic Control Devices for any event based partial/total occupation, use, or temporary access of a road shoulder or road traveled way. Traffic Control plan specifications must include but are not limited to the following elements:
- a. Temporary traffic control devices (signs, cones, barricades, etc.), and traffic control personnel location and layout. In the event of a street or road closure, alternate routes shall be clearly and continuously marked throughout the detour and be clearly visible to motorists, one sign/device to the next, with advance warning of turns.
 - b. Temporary traffic control device vendor name and 24-hour contact information.
 - c. Intersection traffic control method.
 - d. Any proposed temporary, removable pavement markings.
 - e. Method of managing any impacted normal traffic patterns.
 - f. Emergency service provider access.
 - g. Local resident and commercial business access.
 - h. Pedestrian access routes and crossings.



MOHAVE COUNTY PUBLIC WORKS DEPARTMENT

SPECIAL EVENTS PERMIT POLICY

- Step 4. The applicant shall obtain and submit to the Mohave County Public Works Department, no later than thirty (30) calendar days prior to the first day of the Special Event, copies of the following four (4) items and that if these items are not received, a permit will not be issued.
- a. Traffic Control Plan including a map that showing the event route, staging areas, spectator viewing areas, and event parking areas.
 - b. Proof of Insurance, naming Mohave County as an additional insured.
 - See Attachments A, B and C
 - c. Fire Department notification/approval in written form.
 - d. Sheriff's Office notification/approval in written form.
- Step 5. Public Works will provide a written Special Event Permit approval, conditional approval, or denial no later than 21 calendar days prior to the first event day. The applicant, in the event of conditions or denial of the permit, shall resolve all conditions or reasons for permit denial, in writing, to the satisfaction of the County Engineer within 10 calendar days in advance of the first event day.
- Step 6. The applicant should contact and provide no later than 5 calendar days in advance of the first event day proper proof of liability insurance, in amounts and coverages directed by the Mohave County Risk Manager, naming Mohave County, its agents, representatives, officers, directors, officials and employees as additional insured and providing a waiver of subrogation against Mohave County, its agents, representatives, officers, directors, officials and employees.
- Step 7. Public Works may require, depending on the scope and nature of the event, a performance bond to be provided no later than 5 calendar days in advance of the first event day to ensure successful implantation of day-of-event traffic control and post event clean-up and restoration of the rights-of-way.
- Step 8. The applicant must provide personnel to monitor, maintain, and if necessary, replace any temporary traffic control devices in accordance with the approved traffic control plan along with 24-hour contact information for said personnel.

MOHAVE COUNTY PUBLIC WORKS – RIGHT-OF-WAY APPLICATION

ATTACHMENT A

Permit No. _____

Indemnification

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Mohave County, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law, or arising out of the failure of such Permittee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Permittee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against Mohave County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the activities authorized by this Permit.

Any insurance, its limits, amount and type required herein to be maintained by the Permittee shall in no way be construed as limiting the scope of this indemnity.

General Requirements

County Property: This right-of-way is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate right-of-way, agreement or permit may be required. Applicant shall be responsible for obtaining all necessary rights-of-way, agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

Damage to County Property: Applicant will promptly compensate or reimburse County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by Applicant, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not be limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Applicant Property: The County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Applicant, its officers, officials, employees, members, guests, invitees or agents.

Loss of Privileges: Loss of privileges authorized by this right-of-way by County revocation, closure, termination, cancellation or suspension is not compensable to the Applicant.

Transfer: This Agreement, its requirements, terms and conditions are not transferable.

Exclusivity: This Agreement is not exclusive unless otherwise stated in the Agreement. The County reserves the right to use or allow others to use any part the County right-of-way, property or land pertaining to this Agreement. The Applicant agrees to allow others of the public free and unrestricted access to, and use of, the County right-of-way, property or land at all times for all lawful purposes.

County Rules and Regulations: Upon issuance, this Agreement authorizes the Applicant's right-of-way subject to the terms and conditions outlined within County rules, regulations, laws, ordinances or the County approved authorization of right-of-way. It is the Applicant's responsibility to be familiar with and to understand all applicable County rules, regulations, laws, or ordinances.

MOHAVE COUNTY PUBLIC WORKS – RIGHT-OF-WAY APPLICATION

ATTACHMENT B

Permit No. _____

Insurance Requirements Matrix

TYPE OF INSURANCE COVERAGE AND ENDORSEMENTS OR LANGUAGE REQUIRED IN THE CERTIFICATE OF INSURANCE	ENCROACHMENT PERMIT MINIMUM LIMITS OF INSURANCE	FILM PERMIT/SPECIAL EVENTS INVOLVING FIREWORKS OR CARNIVAL RIDES MINIMUM LIMITS OF INSURANCE	PARADES ONLY MINIMUM LIMITS OF INSURANCE
Commercial General Liability-Occurrence Form			
Per Occurrence	\$1,000,000	\$5,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$5,000,000	\$2,000,000
Products-Completed Operations Aggregate (for Construction and Some Installation types)	\$1,000,000	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000
XCU (Explosion, Collapse and Underground Damage)	\$1,000,000	\$1,000,000	\$1,000,000
Fire Legal	\$50,000	\$50,000	\$50,000
<p>A certificate of insurance is required by permittee. The policy shall be endorsed to include the following additional insured language and the language must be shown on the certificate of insurance: “Mohave County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor.” Policy shall contain waiver of subrogation (applicable to all lines of coverage) in favor of Mohave County, its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Permittee/Contractor. Permittee/Contractor’s subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p> <p>The Permittee assumes the responsibility and all liability for injury or damage to said roadway, or to any person while using said roadway, caused by or arising out of the exercise of this permit. Permittee agrees to hold harmless and indemnify Mohave County for claims arising out of the work performed under this permit; except such claims arising out of Mohave County’s sole negligence.</p>			
Business Automobile Liability--Combined Single Limit (CSL)			
Any owned, hired, and non-owned autos used in performance of this Permit	\$1,000,000	\$1,000,000	\$1,000,000
<p>The policy shall contain, or be endorsed to contain, “Mohave County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor, including automobiles owned, leased, hired or borrowed by the Permittee/Contractor.”</p> <p>Permittee/Contractor’s subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p>			
Workers’ Compensation/Employer’s Liability			
Workers’ Compensation	Statutory	Statutory	Statutory
Employer’s Liability-Each Accident	\$1,000,000	\$1,000,000	\$1,000,000
Employer’s Liability-Disease-Each Employee	\$1,000,000	\$1,000,000	\$1,000,000
Employer’s Liability-Disease-Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000
<p>Policy shall contain a waiver of subrogation endorsement, as required by this written contract, in favor of the County of Mohave, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.</p> <p>This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).</p> <p>Contractor’s subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p>			
<p>The Permittee’s insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the Permittee’s insurance or self-insurance. Permittee and Contractor agree to provide Mohave County with certificate(s) of insurance consistent with the requirements stated in the Mohave County Permit Insurance Matrix to include naming Mohave County as an Additional Insured with respects to General Liability and Automobile Liability and provide a Waiver of Subrogation endorsement in favor of Mohave County for all insurance coverages. The required insurance shall be kept in force by the Permittee and its contractors/subcontractors for the term of the permit and shall not expire, be cancelled or materially changed to affect coverage available to Mohave County without thirty (30) days written notice to Mohave County. Automobile and Workers’ Compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Please refer to the Mohave County Permit Insurance Matrix to determine requirements for coverage, limits, language and other insurance related items specific to each permit. Permittee agrees to maintain and make available to Mohave County all contractors/subcontractors’ certificates upon demand. Mohave County reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the permit application. The Encroachment Permit is issued upon the expressed condition that Mohave County does not protect or insure against loss of personal property or improvements owned by Permittee.</p>			

Obligations of the Applicant: The obligations of the Applicant under this right-of-way are not contingent upon the County to inspect the Applicant’s right-of-way.

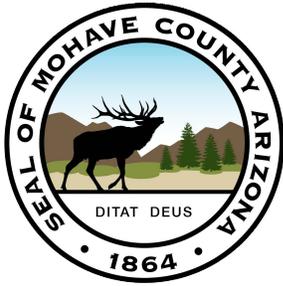
MOHAVE COUNTY PUBLIC WORKS – RIGHT-OF-WAY APPLICATION

ATTACHMENT C

Permit No. _____

Environmental Indemnification Clause

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Mohave County, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including, but not limited to, investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting directly or indirectly from, any Environmental Law, including, but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused as a direct or indirect result of any acts or omissions or Fault of Permittee, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. Permittee shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee for or hold Indemnitee harmless from any Claims incurred by Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission or Fault of Permittee or anyone directly or indirectly employed by Permittee or anyone for whose acts Permittee may be liable. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and include, but are not limited to, the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). The Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the exercise of this permit.



Mohave County Public Works Department

Right-of-Way and Special Event Permit Fee Schedule

Fee Component	Unit Fee
Base	<ul style="list-style-type: none"> • \$100 Fixed <ul style="list-style-type: none"> ➢ Excepting single parcel residential driveway and related work - \$50 fixed
Pavement Disturbance	<ul style="list-style-type: none"> • \$1.00/ft² disturbed area <ul style="list-style-type: none"> ➢ Pavement cuts, window cuts, street borings, trenching or other related work affecting County maintained road pavement
Lane/Road Closure	<ul style="list-style-type: none"> • Regionally significant trafficked paved roads** <ul style="list-style-type: none"> ➢ \$200/day for work that occupies a location for more than one (1) hour within a single daylight period • All other trafficked paved roads <ul style="list-style-type: none"> ➢ \$50/day for work that occupies a location for more than one (1) hour within a single daylight period
Engineer of Record Certification for New Underground Utility Construction	<ul style="list-style-type: none"> • The permit applicant shall retain services of an Arizona registered professional engineer to certify as Engineer of Record that new underground utility infrastructure has been installed in substantial conformance with the plans and specifications approved for permit construction unless waived by the Mohave County Engineer.
Waivers	<ul style="list-style-type: none"> • Applicable franchise and license agreement provisions • Government entities • Community sponsored special events

** County Route 91, Pierce Ferry Road, Diamond Bar Road, Chloride Road, Stockton Hill Road, Oatman Highway, Courtwright Road, County Route 1, and London Bridge Road or as determined by the Mohave County Engineer





**MOHAVE COUNTY PUBLIC WORKS
APPLICATION FOR SPECIAL EVENT PERMIT WITHIN THE
MOHAVE COUNTY RIGHT-OF-WAY**

An application for a Special Event Permit shall be filed with the Public Works Director. Append additional pages as necessary to complete all form items. **Please allow no less than sixty (60) calendar days for application process before the proposed first special event performance date.** **NOTICE:** This permit is not to be construed as authorizing any special event using or occupying roads and streets not under the jurisdiction of the Mohave County. For questions call (928) 757-0910.

Return to: Mohave County Public Works 3715 Sunshine Dr. Kingman, AZ 86401	Mail to: Mohave County Public Works PO Box 7000 Kingman, AZ 86402-7000	Fax (928) 757-0913 Email mcpw@mohave.gov
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1A. Name of Event		1B. Event Start Date	1C. Event End Date
2. Description of Event, Purpose, and History			
3A. Organization Name and Address Conducting the Event		3B. Phone	3C. Email
4A. Name and Address of the Organization's Point-of-Contact		4B. Phone	4C. Email
5A. Name of Contact Person Responsible for Onsite Event Operations		5B. Phone	5C. Email
6A. Performance Start Time		6B. Performance End Time	
7A. Pre-Event Assembly Location(s) and Start Time		7B. Post-Event Disassembly Location(s) and End Time	
8A. Number Participants/Performers	8B. Number Event Vehicles by Type	8C. Number Event Animals by Type	
9. Description of any Special Effects and Equipment Planned for Use in Event Performance			
10. Description of Use/Occupancy of All or Portion of the Width of Road Travel Lanes and Shoulders for Event Performance			
11A. Anticipated Number of Spectators	11B. Spectator Parking Location(s)	11C. Spectator Viewing Area Location(s)	
12. Number of Event Operations Staff and Classification (e.g., security, traffic control, etc.)			
13A. Insurance Company & Copy of Liability Certificate	13B. Policy Number	13C. Agent Name	13D. Agent Phone Number

I UNDERSTAND & ACKNOWLEDGE THAT THE FOLLOWING 4 ITEMS ARE DUE NO LATER THAN THIRTY (30) DAYS PRIOR TO THE EVENT START DATE. IF THESE ITEMS ARE NOT RECEIVED A PERMIT WILL NOT BE ISSUED.

- A. Traffic Control Plan including a map showing the event route, staging areas, spectator viewing areas, and event parking areas.**
- B. Proof of Insurance, naming Mohave County as an additional insured.**
- C. Fire Department notification/approval in written form.**
- D. Sheriff's Office notification/approval in written form.**

I hereby certify that I have read and will insure strict compliance with all terms and conditions of the Mohave County Special Events Policy and that I received a copy thereof.

Applicant Name (Printed)	Applicant Signature	Date
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FOR OFFICIAL USE ONLY			
Approved	Denied	Public Works Director or Designee Signature	Date
<input type="checkbox"/>	<input type="checkbox"/>		