COUNTY OF SAN JOAQUIN

DEPARTMENT OF PUBLIC WORKS
P.O. BOX 1810-1810 E. HAZELTON AVENUE
STOCKTON, CALIFORNIA 95201
(209) 468-3000
FAX # (209) 468-9324

Permit No: **PS-1401954**
Date Issued: 07/14/2014
Exp. Date: 08/30/2014
Project No: PWP110005
Quad: SW

ENCROACHMENT PERMIT

To: REBECCA GORDON
6322 LAGUNA VILLA WAY
ELK GROVE, CA 95758

Encroachment Type:

Temporary Road Closure			

Location:
VALPICO ROAD BETWEEN LAMMERS ROAD AND TRACY CITY LIMITS

In compliance with your request of **07/14/2014** , permission is hereby granted to do work in County right-of-way as shown on attached application and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form. See reverse side and attached sheet, if any.

Trench excavations for service connections will not be permitted within ten feet (10') of pavement centerline unless otherwise approved by the Director. Surface of trench patches shall match in kind and be smooth and even with that of abutting surface. Special attention shall be given to depth of utilities through roadside area in anticipation of future drainage facilities, road profile and/or frontage development. All underground utility facilities are to be established and accurately dimensioned on sketches from surveyed centerline of road right of way, or from right of way (border) lines.

Permittee shall call the Department of Public Works, Field Engineering Division (Permit Inspections) at (209)953-7421 at least forty-eight hours prior to beginning any work within the County right of way. All work performed under this permit shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and Cal-OSHA.

The jobsite shall be kept in a safe condition at all times by the daily removal of any excess dirt or debris which might be a hazard to either pedestrian or automobile traffic. All necessary traffic convenience and warning devices and personnel shall be provided, placed and maintained by and at the sole expense of the Permittee in accordance with the latest edition of the CALTRANS Manual of Traffic Control.

After completion of the work permitted herein, all debris, lumber, barricades, or any excess material shall be removed and the jobsite left in a neat workmanlike manner. Immediately following completion of construction permitted herein, Permittee shall fill out and mail notice of completion (see attached post card) provided by Grantor.

Special Comments:

Traffic Control Per MUTCD****See Attached "Special Conditions"*****Temporary Road Closure for the Courage 10K Run on August 30, 2014 from 8:00 AM to 9:30 AM****

FORMS:

Est. Permit Fee: $0.00

THOMAS M. GAU, Director
Department of Public Works

By: _____
Permit Section

WHITE	-Permittee
GOLDENROD	-PWD Central File
YELLOW	-Field Inspection
PINK	-Permit Section

ENCROACHMENT PERMIT GENERAL PROVISIONS

13-1

1. This permit is issued under and subject to all laws and ordinances of agencies governing the encroachment herein permitted. See the following references:
   STREETS AND HIGHWAYS CODE
   1. Division 1, Chapter 3
   2. Division 2, Chapter 2, Section 942
   3. Division 2, Chapter 4, Section 1126
   4. Division 2, Chapter 5.5 and Chapter 6

   SAN JOAQUIN COUNTY ORDINANCES NUMBERED: 324, 441, 648, 662, 672, 695, 700, 860, 892, 3359, and 3675.

2. It is understood and agreed by the Permittee that the performance of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the Permittee's part to comply with any provision will be cause for revocation of this permit. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.

3. All work shall be done subject to the supervision of and the satisfaction of the grantor. The Permittee shall at all times during the progress of the work keep the County Highway in as neat and clean condition as is possible and upon completion of the work authorized herein, shall leave the County Highway in a thoroughly neat, clean and usable condition.

4. The Permittee also agrees by the acceptance of this permit to properly maintain any encroachment structure placed by the Permittee on any part of the County Highway and to immediately repair any damage to any portion of the highway, which occurs as a result of the maintenance of the said encroachment structure, until such time as the Permittee may be relieved of the responsibility for such maintenance by the County of San Joaquin.

5. The Permittee also agrees by the acceptance of this permit to make, at its own expense, such repairs as may be deemed necessary by the County Department of Public Works.

6. It is further agreed by the Permittee that whenever construction, reconstruction or maintenance work upon the highway is necessary, the installation provided for herein shall, upon request of the County Department of Public Works, be immediately moved or removed by and at the sole expense of the Permittee.

7. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the County right of way.

8. All work shall be planned and carried out with as little inconvenience as possible to the traveling public. No material shall be stacked within eight feet (8') of the edge of the pavement or traveled way unless otherwise provided herein. Adequate provision shall be made for the protection of the traveling public. Traffic control standards shall be utilized including barricades; approved signs and lights; and flagmen, as required by the particular work in progress.

9. The Permittee, by the acceptance of this permit, shall assume full responsibility for all liability for personal injury or damage to property which may arise out of the work herein permitted or which may arise out of the failure of the part of the Permittee to properly perform the work provided under this permit. In the event any claim of such liability is made against the County of San Joaquin or any department, official or employee thereof, the Permittee shall defend, indemnify, and hold each of them harmless for such claim.

10. All backfill material is to be moistened as necessary and thoroughly compacted with mechanical means. If required by the County Director of Public Works, such backfill shall consist of gravel or crushed rock. The Permittee shall maintain the surface over structures placed hereunder as may be necessary to insure the return of the roadway to a completely stable condition and until relieved of such responsibility by the County Department of Public Works. Wherever a gravel, crushed rock or asphalt surface is removed or damaged in the course of work related to the permitted encroachment, such material shall either be separately stored and replaced in the roadway as nearly as possible in its original state or shall be replaced in kind, and the roadway shall be left in at least as good a condition as it was before the commencement of operations of placing the encroachment structure.

11. Whenever it becomes necessary to secure permission from abutting property owners for the proposed work, such authority must be secured by the Permittee prior to starting work.

12. The current and future safety and convenience of the traveling public shall be given every consideration in the location and methods of construction utilized.

13. The Permittee is responsible for the preservation of survey monuments within the work herein permitted. If any are disturbed, the Permittee is required to tie out each location and re-establish them after completion of work, using a licensed land surveyor. A corner record must be filed in accordance with state law for any re-set monuments.

14. Prior to any excavation, the Permittee shall notify USA North (Underground Service Alert of Northern California and Nevada) at 811 or 800-227-2600 forty-eight (48) hours in advance.

SPECIAL CONDITIONS FOR THE COURAGE 10K RUN ENCROACHMENT PERMIT

1. Traffic control shall be in accordance with the attached traffic handling plan.

2. Traffic handling for designated intersections on the traffic handling plan shall be provided by either California Highway Patrol or the San Joaquin County Sheriff's Department. Applicant shall provide the County written verification from either entity, prior to the event, by letter or email confirming their involvement.

3. Delays to the travelling public shall be kept to a minimum.

4. Residents shall be notified in writing, as approved by the County two weeks prior to the event. Provide a copy of the outreach documents to the County prior to the event.

5. Applicant shall notify and coordinate with all emergency services (fire, police, etc.) a minimum of seven days prior to the event. Provide written verification to the County, prior to the event, from each entity by letter or email.

6. There shall be no event parking within the County right-of-way at any time. Event signage shall include directions / locations for parking designated off-street parking locations.

7. The event shall not be conducted during heavy fog conditions.

8. Emergency vehicle and local resident access shall be provided at all times.

9. A certificate of insurance, naming San Joaquin County as additional insured and certificate holder, must be submitted to the County prior to the event.

10. Marking of pavement (e.g. paint) is not allowed.

11. Roadway shall be completely cleared and open to the travelling public by *9:30 AM.* All related signage shall be removed by *9:30 AM.*

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:

Date July 10, 2014

*To: San Joaquin County
Department of Public Works

Rebecca Gordon
(Applicant Name)

6322 Laguna Villa Way
(Mailing Address)

Elk Grove, CA 95758
(City, State, Zip Code)

(916) 803-4044
(Area Code - Telephone Number)

OFFICE USE ONLY

JOB #	110005	REF #	
APN		CR #	
EXP. DATE	8/30/14		
VALID	8/30/14 TO 8/30/14	DRIVEWAYS:	
STREET	VALPICO RD.		
AREA	TRACY QUAD SW		
TYPE	TEMPORARY ROAD CLOSURE		
FORMS	—		
NOTES			

* THE COURAGE RUN ON AUG. 30 2014 FROM 8:00 AM TO 9:30 A.M. *

Sketch (Detailed plans may be submitted)

Please see attached map.

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on County Highway ~~Right-of-Way~~ on the BOTH side of VALPICO ROAD approximately 1.5 feet/mile of _____, by performing the following work (description of work):

10K RUN.

COUNTY PORTION OF VALPICO ROAD WILL BE CLOSED TO THRU TRAFFIC FROM 8:00 A.M. TO 9:30 A.M.

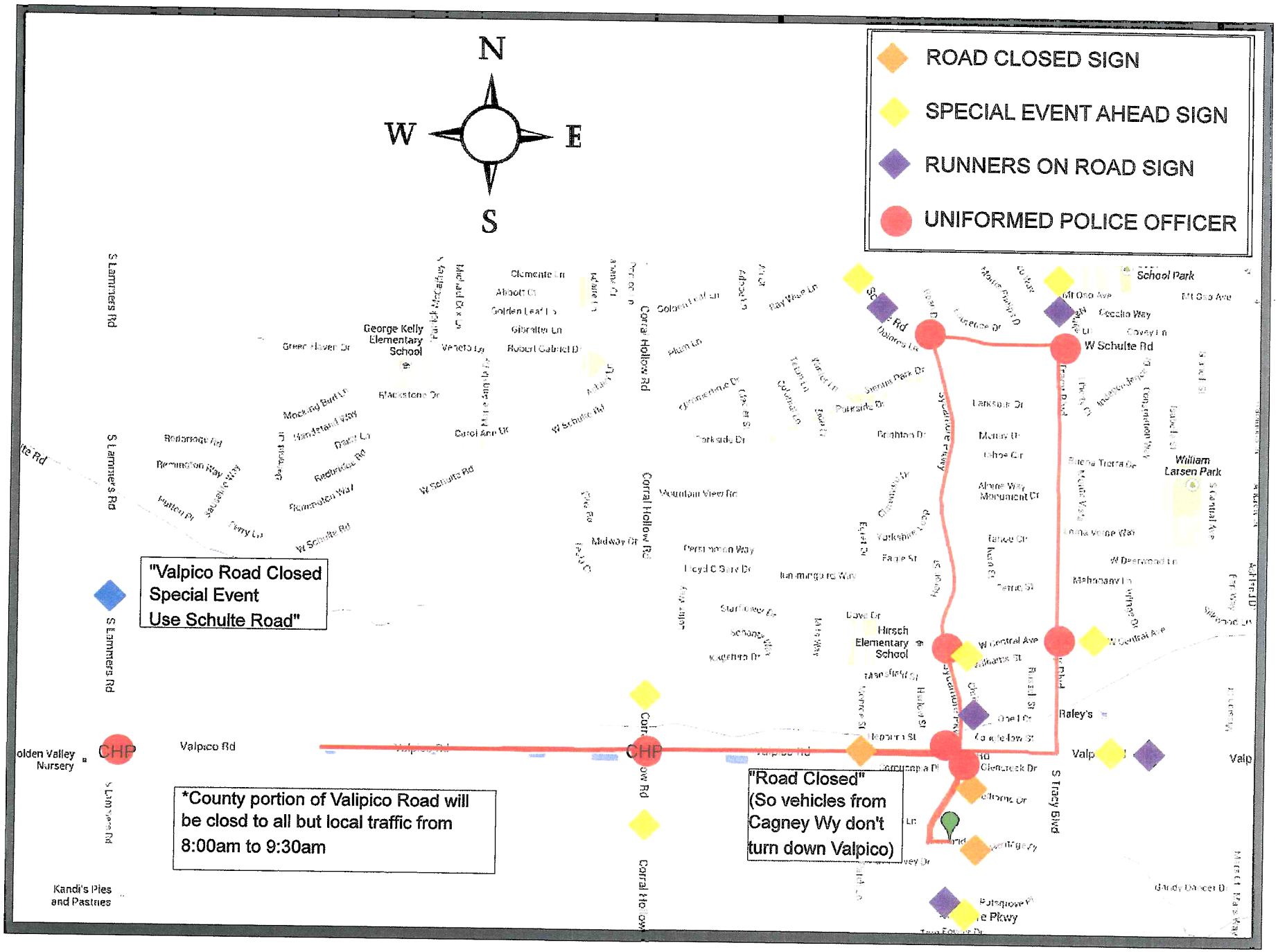
Work will commence on or about AUGUST 30, 2014 for approximately 1 1/2 HOURS ~~days.~~

I, the undersigned, certify that I am the owner of the respective property, or am qualified to represent the owner and agree to do the work described above in accordance with the rules and regulations of San Joaquin County and subject to inspection and approval.

Rebecca Gordon Race Director
Signature of Applicant - Title

07/10/14
Date

Y:\FORMS & TEMPLATES\ENCROACHMENT PERMIT APPLICATION.doc (08/08)


N
W
E
S
ROAD CLOSED SIGN
SPECIAL EVENT AHEAD SIGN
RUNNERS ON ROAD SIGN
UNIFORMED POLICE OFFICER
"Valpico Road Closed
Special Event
Use Schulte Road"
*County portion of Valipico Road will be closd to all but local traffic from 8:00am to 9:30am
"Road Closed"
(So vehicles from Cagney Wy don't turn down Valpico)
CHP
CHP
Valpico Rd
S Lammers Rd
Corral Hollow Rd
W Schulte Rd
George Kelly Elementary School
Hirsch Elementary School
William Larsen Park
School Park
Raley's
S Tracy Blvd
Golden Valley Nursery
Kandi's Pies and Pastries

COURAGE RUN

...so they don't have to

AT TRACY

Event Information

The 2014 Courage Run at Tracy is scheduled to be held with a start and finish at Montecello Elmentary School, 1001 Cambridge Place, Tracy, California. Approvals from the venue are in process.

This run will consist of three distances: 10K, 5K, and Kids' ¼ Mile Fun Run. There will be a staggered start beginning at 7:30 am with the Kids' Fun Run. At 7:45 the 5K and 10K will start heading east on Cambridge Place and turn right onto Sycamore Parkway. Please see submitted map for full course information. There are approximately 350 runners anticipated for this event.

Course Summary

No roads will be completely closed to traffic, but there are planned lane restrictions with a rolling time of 20 minutes per mile. The far right lane of northbound Sycamore Parkway between Cambridge Place and Valpico Road will be closed to traffic from 7:45am until 9:45am. The far right lane of northbound Sycamore Parkway between Valpico Road and West Schulte Road will be closed from 7:45am until 8:10am.The far right lane of eastbound W. Schulte Road to Tracy Boulevard will be closed from 7:45am until 8:15am. The far right lane of southbound Tracy Boulevard to Valpico Road will be closed from 7:55 until 8:30am. The far right lane of west bound Valpico Road to Sycamore Parkway will be closed from 8:00am until 8:40am. BOTH directions of Valpico Road from Sycamore Parkway to Cagney Way will be uninterrupted. BOTH directions of Valpico Road from Cagney Way to S. Lammers Road will closed to all but local resident traffic from 8:00am until 9:30am. The Tracy Police Department is providing six police officers, including two stationed at the intersection of Valpico Road and Sycamore Parkway. The intersections will not be closed, the officers will hold traffic for runners to cross.

ok DCW 7/14/14

Volunteers and Equipment

Each Courage Run recruits 100-125 volunteers. The majority of these volunteers will line the course to aid the runners in their path. Other volunteers will man three water stations and be onsite at the start/finish for other volunteer opportunities.

Water stations will consist of two to four tables with water, Gatorade and cups. All cups will be cleaned up in a timely manner with no exceptions. Water stations will be removed no later than 10:00 am. The first water station will be near the intersection of Sycamore Parkway and Amberwood Way. The second water station near the intersection of Tracy Boulevard and Monument Way. The third water station will be near the intersection of Coral Hollow Rd and Valpico Road.

Road restrictions will be defined with barricades, signs, cones, and/or flags. Each resident on the course will receive notification of the run with a course map and time constrictions 14 days prior to the event. Notification will be sent via USPS or hand delivered.

Porta-toilets will be placed at the start/finish area within the Montecello Elementary School parking lot. There will be two port-toilets placed on the course near the third water station.

Where the Funds Go

The Courage Run is a series of races throughout California that raises funds for Courage Worldwide, a 501(c)(3) #20-3126288. Courage Worldwide is based in Rocklin, California and their main goal is to rescue girls from sex trafficking. They have a home locally called the Courage House where several rescued girls reside. The Courage Houses offer a long-term solution and unique life plan for each girl that brings healing to her body, mind, spirit and emotions.

For More Information

Please contact our race director, Rebecca Gordon, at rebecca@flashracemanagement.com or by telephone at (916) 803-4044.

SAN JOAQUIN COUNTY SPECIFICS:

Please see attached map of county line and where the course enters.

There are approximately 100 runners anticipated in the 10K, making use of Valpico Road in the county llimits.

A request is being made of the California Highway Patrol to provide officers at the intersections of Valpico Road and S Lammers Road as well as Valpico Road and Coral Hollow Road.

COURW-1 OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Placer Insurance Agency License #0C66701 P. O. Box 619052 Roseville, CA 95661-9052 Ronald J. Turner Phone: 916-784-1008 Fax: 916-784-8116	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Courage Worldwide, Inc. 3031 Stanford Ranch Rd. #2-433 Rocklin, CA 95765	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Alliance of Nonprofits for Ins INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		2013-26529	10/15/2013	10/15/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Tracy Courage Run at Monticello Elementary School on 8/30/14.
The certificate holder is included as an additional insured as required by written contract with respect to the insured's operations only per attached NIAC-E61 02 13 additional Insured Primary and Non-Contributory Endorsement for Public Entities.

CERTIFICATE HOLDER

SANJC-6

San Joaquin County
1810 E. Hazelton Ave.
Stockton, CA 95205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Nonprofits' Insurance Alliance of California
A HEAD FOR INSURANCE . . . A HEART FOR NONPROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**

(e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.