

COUNTY OF SAN JOAQUIN

DEPARTMENT OF PUBLIC WORKS P.0. BOX 1810-1810 E. HAZELTON AVENUE STOCKTON, CALIFORNIA 95201 (209) 468-3000 FAX # (209) 468-9324 Permit No: **PS-1600829** Date Issued: 03/28/2016 Start Date: 05/07/2016 Exp. Date: 05/07/2016 Project No: PWP7110005 Quad: NE

# **ENCROACHMENT PERMIT**

To: LINDEN PETERS FIRE DISTRICT 17725 E. HWY. 26 LINDEN, CA 95236

### Encroachment Type:

BOOT DRIVE		

#### Location:

BOTH SIDES OF DUNCAN RD. @ HWY. 26

In compliance with your request of  $\underline{03/28/2016}$ , 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\*\*\*\* One Day Event on May 7, 2016 for Fill the Boot Drive for the Firefighters Burn Institute\*\*\*\*

FORMS:

Est. Permit Fee: \$0.00

WHITE-PermitteeGOLDENROD-PWD Central FileYELLOW-Field InspectionPINK-Permit Section

KRIS BALAJI, Director Department of Public Works

Permit Section

# ENCROACHMENT PERMIT GENERAL PROVISIONS

- 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 Joaquín.
- 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 located within the area of work herein permitted. Prior to the start of construction, survey monuments that potentially may be disturbed shall be located and referenced by a Licensed Land Surveyor, and a Corner Record filed with the County Surveyor. Any Survey Monuments disturbed during the course of construction shall be reestablished by a Licensed Land Surveyor and another Corner Record filed with the County Surveyor. (Land Surveyors' Act Section 8771)
- 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.

#### X:\PERMITS COUNTER\general provisions\General Provisions 2013.docx

## APPLICATION FOR ENCROACHMENT PERMIT

### PLEASE PRINT:

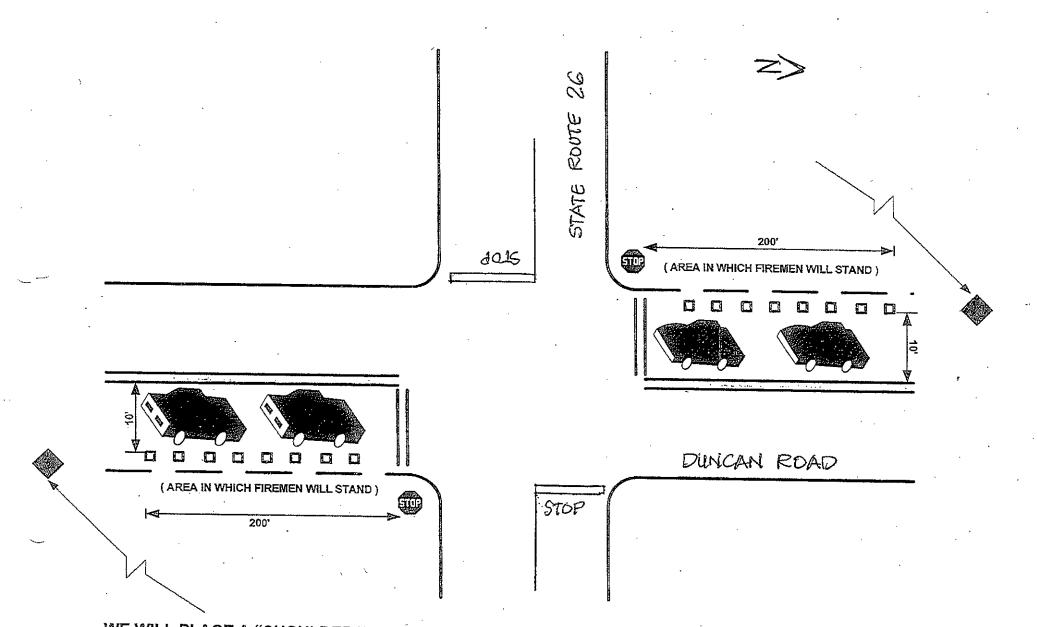
Date 3/24/16	OFFICE USE ONLY					
To: San Joaquin County Department of Public Works	JOB # REF # APN CR #					
Linden-Peters Fire District (Applicant Name)	EXP. DATE 5/7/16 VALID 5/7/16 TO 5/7/16 DRIVEWAYS: STREET DUNCAN RD. *					
17725 F. Hwy 26 (Mailing Address)	AREA <u>LIMDEN</u> QUAD <u>NE</u> * TYPE <u>TRAFIC CONTROL DEVICES</u> * FORMS					
Linden CA 95236 (City, State, Zip Code)	NOTES * Traffic Control Devices + Boot Drive Within County Eight-of-way Coly					
(209) 887-3710 (Area Code - Telephone Number)						
Sketch (Detailed plans may be submitted)						
	•.					
	nstruct and/or otherwise encroach on County Highway Right-of-Way on approximately <u>Duncan にん</u> feet/mile , by performing the following work (description of work):					
Collecting donations to benefic Firefighters will be collecting of Hury 26 and Duncen Ri	+ the Fire-Sighters Burn Institute. 2 donations from the Shoulder 3. at a four way stop					
Work will commence on or about May 7th, 2	Olle for approximately 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.

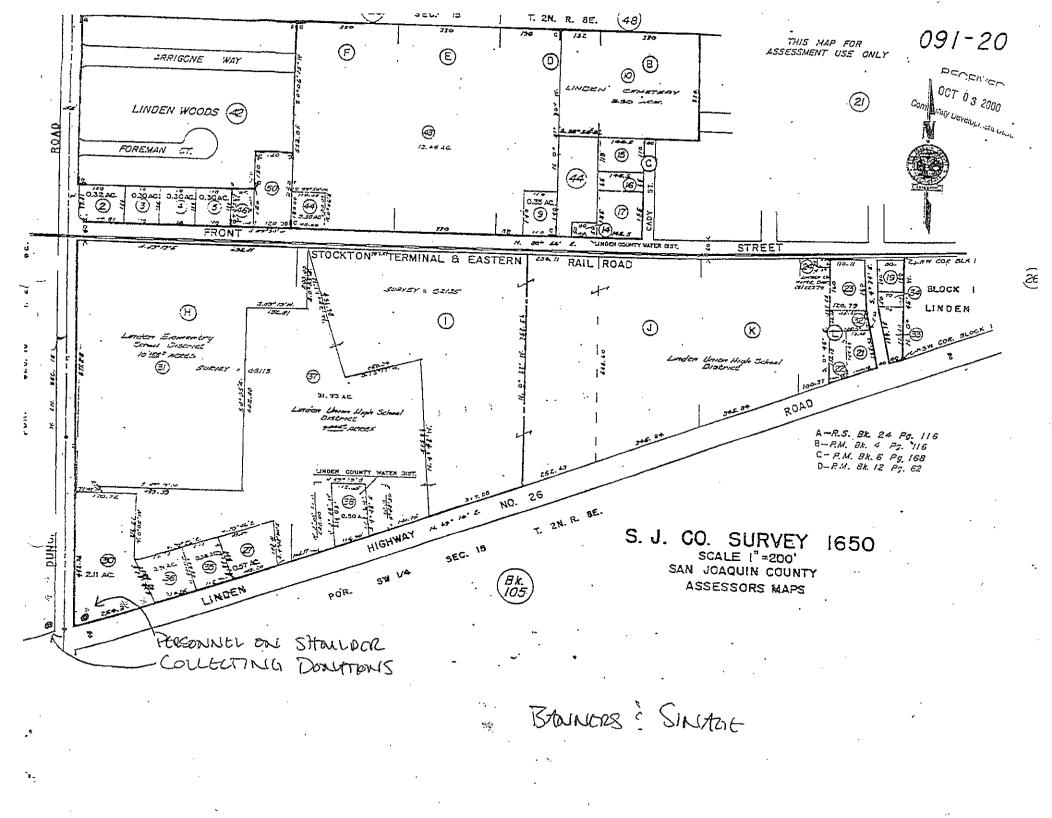
Signature of Applicant - Title V

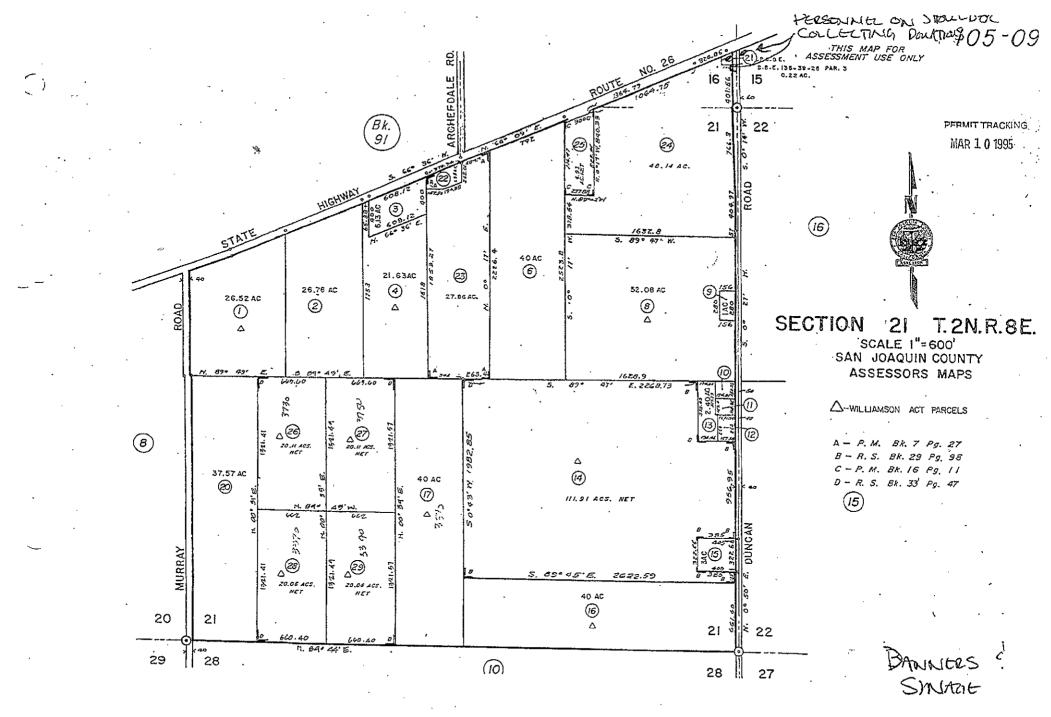
3/24/16 Date

EXPUB-SV,WKMASTER.PSIENCROACHMENT PERMIT APPLICATION.DOC (01/08)



WE WILL PLACE A "SHOULDER WORK AHEAD" SIGN IN BOTH, NORTHBOUND AND SOUTHBOUND DIRECTIONS, APPROXIMATELY 500' PRIOR TO THE INTERSECTION





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ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 3/24/2016							
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).											
	ODUCER									· · · -		
All-Cal Insurance Agency						PHONE (916) 784-9070 FAX (AVC, No): (916) 784-0158						
505 Vernon Street E-MAIL ADDRESS: dianna@all-calinsurance.com INSURER(S) AFFORDING COVERAGE									NAIC #			
Ro	seville CA	95678			INSURER A: Nonprofits' Insurance Alliance of				of	011845		
INS	URED				(NSURER B:North American Elite Insurance				-	29700A		
	refighters Burn Institut	8			INSURER C :							
31	01 Stockton Blvd.				INSURER D :							
Sa	cramento CA	95820			INSURI					· · · · ·		
				ENUMBER:CL1616051	12			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.												
INSF LTR		IADD	LISUBR	1		POLICY EFF (MIM/DD/YYYY)	POLICY EXP (MM/DD/YY YY)	ЦМІ	TS	·····		
	X COMMERCIAL GENERAL LIABILITY	-						EACH OCCURRENCE	<u>s</u>	1,000,000		
A				2016-14425NPO		1/1/2016	1/1/2017	PREMISES (Ea occurrence)	<u> </u> \$	500,000		
	X IMPROPER SEXUAL CONDUC \$ 250,000 / 250,000			2018-14425NPO		1/1/2010	1/1/2017	MED EXP (Any one person) PERSONAL & ADV INJURY	\$S	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000		
	X POLICY PRO-							PRODUCTS - COMP/OP AGG		2,000,000		
	OTHER:	•						LIQUOR LIABILITY	\$  \$	1,000,000		
								COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	<b>3</b>	,		
	ANY AUTO							BODILY INJURY (Per accident)	<u> </u>			
	AUTOS AUTOS NON-OWNED HIRED AUTOS AUTOS							PROPERTY DAMAGE (Per accident)	\$			
									\$			
	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	4,000,000		
A	DED X RETENTION \$ 10,			2016-144250MB		1/1/2016	1/1/2017	AGGREGATE	\$	4,000,000		
	WORKERS COMPENSATION							PER OTH- STATUTE ER				
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	/N   N/A						E.L. EACH ACCIDENT	5			
	(Mandatory in NH) If yes, describe under	]						E.L. DISEASE - EA EMPLOYE				
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	100.000		
в	EMPLOYEE DISHONESTY FORGERY & ALTERATION			CWB 000 3844-12 14425		1/1/2016	1/1/2017	LIMITS DEDUCTIBLE		100,000 250		
DES	CRIPTION OF OPERATIONS / LOCATIONS / V	HICLES (	ACORI	0 101, Additional Remarks Schedu	le, may l	be attached if mo	re space is requi	rod)				
SAN JOAQUIN COUNTY PUBLIC WORKS, ITS OFFICERS, AGENTS, OFFICIALS, EMPLOYEES & VOLUNTEERS ARE NAMED ADDITIONAL INSURED FOR THE "FILL THE BOOT FOR BURNS" BOOT DRIVE ON MAY 7, 2016 AT E. HWY 26 / N DUNCAN RD. FORM CG 20 12 APPLIES.												
CE	RTIFICATE HOLDER				CAN	ANCELLATION						
(209) 468-3000 SAN JOAQUIN COUNTY PUBLIC WORKS ATTN:KRIS BALAJI 1810 E HAZELTON AVE STOCKTON, CA 95201					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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## ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsements modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: SAN JOAQUIN COUNTY PUBLIC WORKS, ITS OFFICERS, AGENTS, OFFICIALS, EMPLOYEES & VOLUNTEERS ARE NAMED ADDITIONAL INSURED FOR THE "FILL THE BOOT FOR BURNS" BOOT DRIVE ON MAY 7, 2016 AT E. HWY 26 / N DUNCAN RD. FORM CG 20 12 APPLIES.

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

However;

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be boarder than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance dose not apply to:
  - a. "Bodily injury", ""property damage" or "per sonal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included Within the "products-completed operations Hazard".
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits; of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the Applicable limits of Insurance shown in the Declarations.