



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-1601753**
Date Issued: 06/16/2016
Start Date: 07/10/2016
Exp. Date: 07/10/2016
Project No: PWP110005
Quad: NE

ENCROACHMENT PERMIT

To: WOODBRIDGE WINERY
5950 E. WOODBRIDGE RD.
ACAMPO, CA 95220

Encroachment Type:

| | | | |
|--------------------|--|--|--|
| Temp. Road Closure | | | |
|--------------------|--|--|--|

Location:

WOODBIDGE RD. & KENNEFICK RD - SEE ATTACHED MAP - ON JULY 10, 2016 FROM 6:00 A.M. TO 10:30 A.M.

In compliance with your request of **06/16/2016**, 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 - SHE 365 5K Run on July 10, 2016 from 6:00 a.m. to 10:30 a.m.

FORMS:

| | | |
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| | | |
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Est. Permit Fee: \$315.00

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


KRIS BALAJI, Director
Department of Public Works

By: _____
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 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.

SPECIAL CONDITIONS FOR
SHE 365 5K RUN
ENCROACHMENT PERMIT

1. Traffic control shall be in accordance with the attached traffic handling plan.
2. Traffic handling, at the intersections of Peltier Road / Kennefick Road, Acampo Road / Kennefick Road and Woodbridge Road / Kennefick Road, 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 and local residents 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.) and the local postmaster 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. Applicant shall fax Lifecom (209-236-8701) a description letter of the event with the date and time and a list of affected roads and provide the "sent" fax transmittal as verification.
6. There shall be no event parking within the County right-of-way at any time. Event signage shall include directions / locations for 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 10:30 a.m. All related signage shall be removed by 10:30 a.m.

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:

Date May 13, 2016

To: San Joaquin County
Department of Public Works
Mark & Kandee Aiton
On Your Mark Events
(Applicant Name)

PO Box 1199
(Mailing Address)

Arnold, CA 95223
(City, State, Zip Code)

209-795-7832
(Area Code - Telephone Number)

OFFICE USE ONLY

JOB # 110005 REF # _____
APN _____ CR # _____
EXP. DATE 7/10/16
VALID 7/10/16 TO 7/10/16 DRIVEWAYS:
STREET WOODBRIDGE RD. & KENNEDICK RD.
AREA ACAMPO QUAD NE
TYPE RUN EVENT
FORMS _____
NOTES _____

** SHE 365 5K RUN ON SUNDAY, JULY 10, 2016 FROM 6:00 AM TO 10:30 AM. **

Sketch (Detailed plans may be submitted)

See attached Letter of Intent and Course Map - Start day July 10, 2016

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

See attached

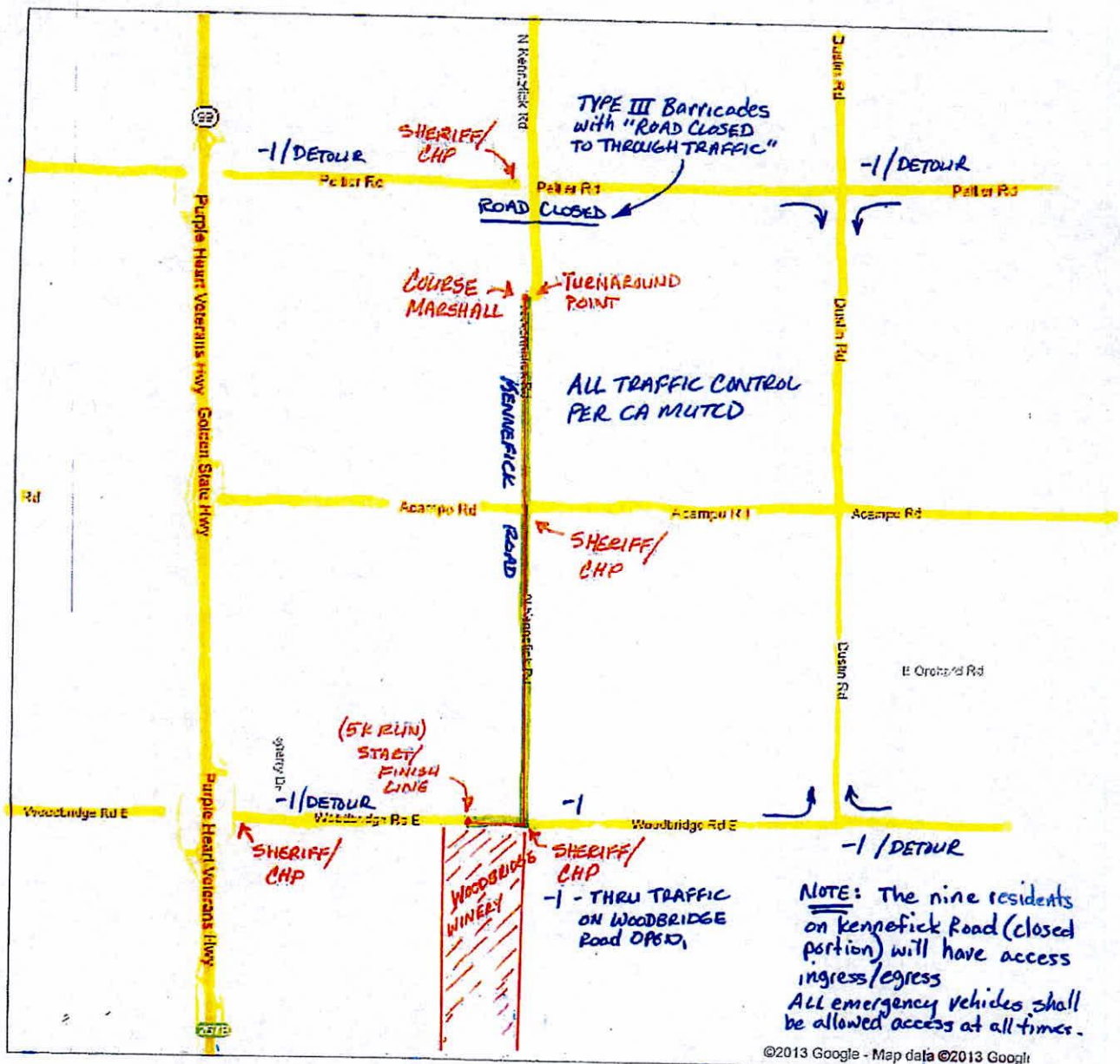
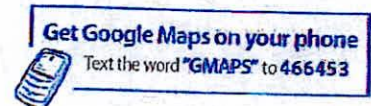
SHE 365 Run from 6:00 am to 10:30 am

Work will commence on or about July 10, 2016 for approximately 1 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.

Kandee Aiton
Signature of Applicant - Title

May 13, 2016
Date



©2013 Google - Map data ©2013 Google

= 5K RUN ROUTE

TRAFFIC HANDLING PLAN

-1 = "Caution Runners on the Road" on Type II Barricade

DETOUR = Kenefick Road Closed use Dustin Road

On Your Mark Events

Event Management, Timing and Consulting

LETTER OF INTENT

ON YOUR MARK EVENTS – SHE 365 5K Run
WODBRIDGE WINERY
SUNDAY, JULY 10, 2016

On Your Mark Events
Mark & Kandee Aiton
PO Box 1199
Arnold, CA 95223
Office Phone: 209-795-7832
Cell: 209-988-7870
(cell ONLY used when on the road or at an event).

Co-Produced with:

Fleet Feet Sports
Tony Vice
277 Lincoln Center
Stockton, CA 95207
Office Phone: 209-952-1446

This is for a 5K Run that starts and ends on Woodbridge Road East at Woodbridge Winery, Lodi, makes a left on N Kennefick Rd, and back to Woodbridge Road (Same 5K Run Course as Avenue of the Vines 5K Run).

Course/Street set-up begins Sunday, July 10th, at approximately 6:00 am.
Traffic supervision and control will be provided by CHP.

Police services begin at about 8:00 am. Pre-race talk begins at approx. 8:25 am and conclude about 8:30 am.

Run Course - Race start time 8:30 am (East on Woodbridge Road at Woodbridge Winery), North on Kennefick Road – out and back 1.5 miles on Kennefick Road/Woodbridge Road. **Expected (approx.) times** that the race will reach various intersections, depending on the speed of various runners; **Eastbound Woodbridge Road** – 8:30 am to 8:32 am, **Northbound Kennefick** and **Acampo Road** – 8:37 am to 8:47 am, **Southbound Kennefick** and **Acampo Road** – 8:47 am to 9:00 am, **Westbound Woodbridge Road** – 8:50 am to 9:15 am. The two intersections of Woodbridge Road and Kennefick, as well as Acampo and Kennefick, will be monitored by the CHP.

All volunteers and street clean-up completed by 10:00-10:15 am

Anticipated participants: 250
Anticipated spectators: 50

PO Box 1199, Arnold, CA 95223
Phone 209-795-7832 • Fax 209-795-7842
info@onyourmarkevents.com

**CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP**

| | | | |
|---|--|---|--|
| | | Certificate # | 64920 |
| FACILITY OWNER - Additional Insured: (if multiple, continued on next page) | | PRODUCER: | CA License #0757776 |
| City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, 425 N El Dorado Street, Stockton, CA 95292 | | HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524-4047 PH: 925 609 6500 FX: 925 609 6550 specialevent@hubinternational.com | |
| EVENT HOLDER - Named Insured: (if multiple, continued on next page) | | EVENT INFORMATION | |
| Mark and Kandee Aiton dba On Your Mark Events P.O. Box 1199 Arnold, CA 95223 | | TYPE OF EVENT: | Runs |
| | | EVENT DATE(S): | 4/10, 7/10, & 11/6/2016 |
| | | EVENT LOCATION(S): | Multiple: Downtown Stockton, De Carl Plaza & Streets, Stockton, CA 85292; Woodbridge Winery, 5950 E Woodbridge, Acampo, CA 95220; University of the Pacific, 3601 Pacific Avenue & City Streets, Stockton, CA 95292 |

This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.

| INSURER A: | | COLONY INSURANCE COMPANY | | | | |
|------------|------------------------------|--------------------------|-----------|------------|--|-------------|
| INSR LTR | Type of Insurance | Policy Number | Effective | Expiration | Policy Limits | |
| A | Commercial General Liability | AR6360147-10 | 1/1/2016 | 1/1/2017 | Each Occurrence | \$1,000,000 |
| | | | | | General Aggregate | \$2,000,000 |
| | | | | | Personal & Advertising Injury | \$1,000,000 |
| | | | | | Products/Completed Operations Aggregate | \$2,000,000 |
| | | | | | Damage to Premises Rented to You | \$500,000 |
| | | | | | Medical Payments | \$5,000 |
| | | | | | Liquor Liability Each Occurrence (Aggregate included in General Liability Aggregate) | N/A |

COVERAGE TERMS:

| | |
|---|---|
| Occurrence Form (CG 0001) Full Liquor Liability <u>Included</u> . Full Liquor Liability Included <u>when a separate premium has been charged</u> . All participants in athletic activities are required to sign Release and Waiver of liability forms. | The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner - Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above. |
|---|---|

COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)

| | |
|-------------------------------|--|
| -- Sexual Abuse & Molestation | Specific Events are excluded from coverage. Please see second page for list of excluded events. |
| -- Terrorism | On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA). |

~ Additional Insureds, next page ~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Insured Person(s) or Organization(s): | Location(s) of Covered Operations: |
|---|--|
| City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, 425 N El Dorado Street, Stockton, CA 95292 | As designated in written contract with "Insured Member" for the "Event Information" evidenced on the Certificate of Insurance issued to the "Insured Member" |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, 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 the 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

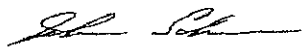
Named of Additional Insured Person(s) or Organization(s)

COUNTY OF SAN JOAQUIN, 222 E WEBER, #707, STOCKTON, CA 95207

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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

| | | | |
|--|---|---|-----------------------|
| Second Page of Certificate | | Certificate # | 64920 |
| OTHER ADDITIONAL INSURED: | | | |
| 1 | TONY & NATALIE VICE DBA FLEET FEET SPORTS, 277 LINCOLN CENTER, STOCKTON, CA 95207 | | |
| 2 | UNIVERSITY OF THE PACIFIC, 3601 PACIFIC AVENUE, STOCKTON, CA 95207 | | |
| 3 | COUNTY OF SAN JOAQUIN, 222 E WEBER, #707, STOCKTON, CA 95207 | | |
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| CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed. | | | |
| AUTHORIZED REPRESENTATIVE: | |  | DATE ISSUED: 4/6/2016 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

4. Other Insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of operations performed by you under written contractual agreements with said Third party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

COUNTY OF SAN JOAQUIN, 222 E WEBER, #707, STOCKTON, CA
95207

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.