

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-1603036

Date Issued: 09/28/2016

Start Date: 10/15/2016

Exp. Date: 10/16/2016

Project No: PWP110005

Quad: NW

ENCROACHMENT PERMIT

To: OUR LADY OF FATIMA SOCIETY OF THORNTON P.O. BOX 611 THORNTON, CA 95686

Encroachment Type:	
Temporary Road Closures	

Location:

SACRAMENTO BLVD., OAK ST., LOUISA AVE., STOCKTON ST., THORNTON RD., AND MOKELUMNE AVE. (TOWN OF THORNTON)

In compliance with your request of <u>09/28/2016</u>, 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	Com	men	ts:
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Traffic Control Per MUTCD***CHP shall provide traffic control for all closed roads during all events****	
*****Temp Road Closures on October 15, 2015 from 9:00am-2:00pm & 6:00pm-10:00pm and on October 16, 2015 from	
9:00am-2:00pm***** Resolution R-07-544****	

EOD MC		
FORMS:		

Est. Permit Fee: \$315.00

WHITE

-Permittee

GOLDENROD

-PWD Central File

YELLOW

-Field Inspection

PINK

-Permit Section

KRIS BALAJI, Director
Department of Public Works

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. If 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, indexinify, 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.

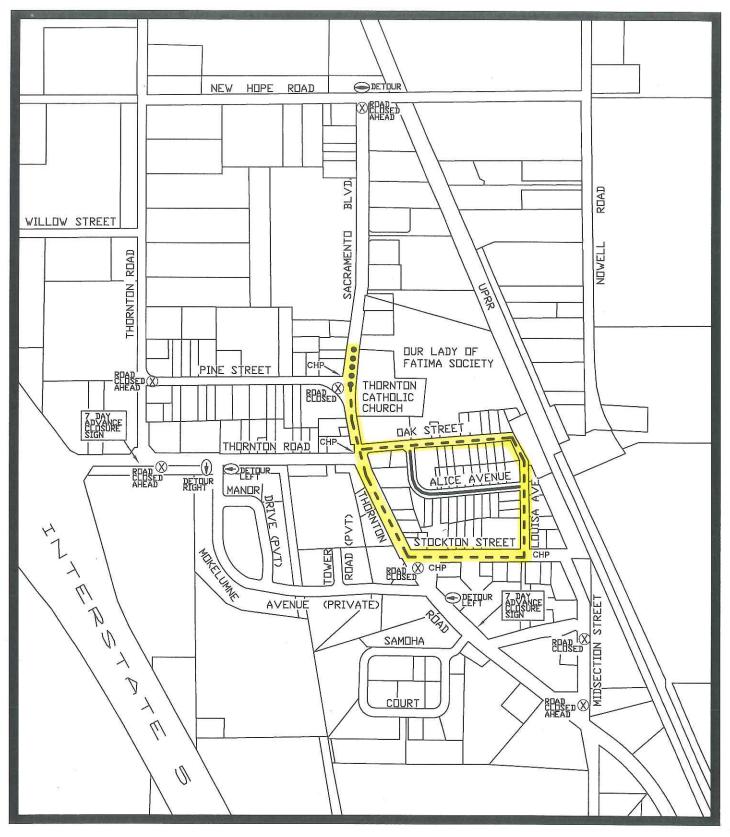
SPECIAL CONDITIONS FOR OUR LADY OF FATIMA SOCIETY ENCROACHMENT PERMIT

- 1. Traffic control shall be in accordance with the attached traffic handling plan.
- 2. The traffic handling at designated intersections shall be provided by either California Highway Patrol or the San Joaquin County Sheriff 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.) 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. Event signage shall include directions to designated 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 and all related signage shall be completely cleared and open to the travelling public on Saturday by 2:30pm and 10:30pm and on Sunday by 2:30pm.

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:		
Date 9-7-16	OFFICE USE ONLY	
To: San Joaquin County Department of Public Works	JOB# //0005 REF# CR#	
OUR LADY OF FATIMA SOCIETY THORNLON (Applicant Name)	VALID 10-15-16 TO 10-16-16 DRIVEWAYS: STREET VARIOUS ROADS (TOWN OF THORNTON)	
Po Box 411 (Mailing Address)	AREA THORNTON QUAD NW * TYPE TEMP. LOAD CLOSURES * FORMS	
Thornton CA: 95686 (City, State, Zip Code)	NOTES ** PARADE & SPECIAL SERVICES ON OCTOBER 15 FROM 9:00 AM TO 2:00 PM	
<i>309 - 7/2 - 3 683</i> (Area Code - Telephone Number)	AND 6:00 PM TO 10:00 PM AND OCTOBER NO FROM 9:00 AM TO 2:00 PM	
Sketch (Detailed plans may be submitted)		
SEE AttachEd FOR OCTOBER		
theside of of	nstruct and/or otherwise encroach on County Highway Right-of-Way on approximately feet/mile, by performing the following work (description of work): LO Blvd Oak St Lowsa Ave Ave Saturday 10-15-16 9:00 Am to 2:00 Am 10-16 9:00 Am to 2:00	
Work will commence on or about 10-15-16	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.		
Haura Poroura Secretary Signature of Applicant - Title	9-7-16 Date	

E:PUB-SV.WK/MASTER.PS/ENCROACHMENT PERMIT APPLICATION.DOC (01.08)



PROPOSED TEMPORARY ROAD CLOSURES

EVENT ROUTE AND ROAD CLOSURE

NON-ROUTE ROAD CLOSURE

ROAD DISTRICT 4

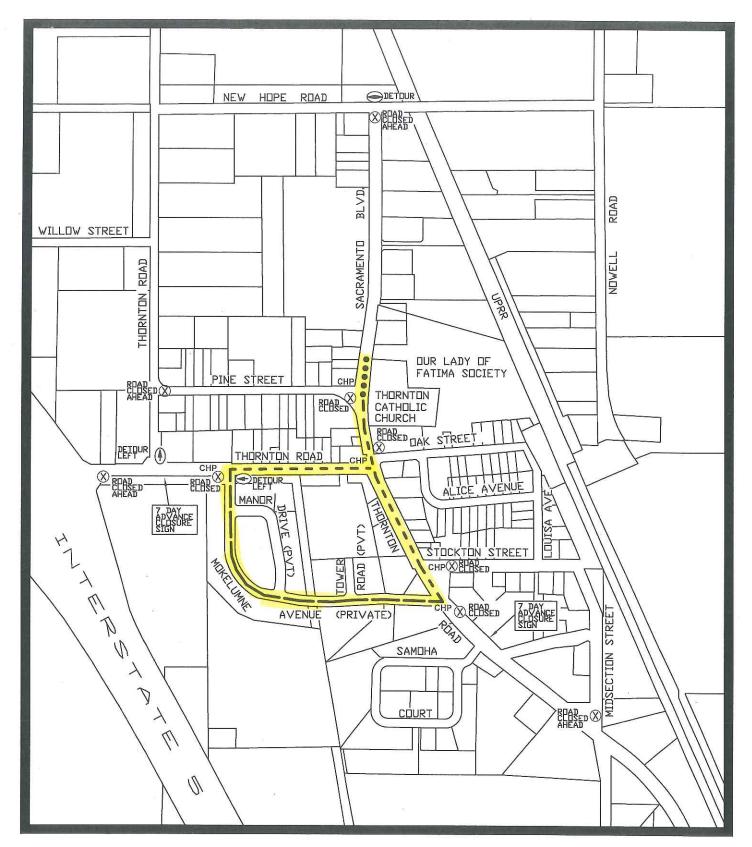
TRAFFIC CONTROL PLAN

SPECIAL OUTDOOR SERVICE (6:00 P.M. TO 10:00 P.M.)

OCTOBER PARADE EVENT - MULTIPLE ROAD CLOSURE

FOR SATURDAY MORNING AND SATURDAY EVENING

COUNTY OF SAN JOAQUIN



PROPOSED TEMPORARY ROAD CLOSURES

ROAD DISTRICT 4

EVENT ROUTE AND ROAD CLOSURE

TRAFFIC CONTROL PLAN

EVENT ROUTE (PRIVATE ROAD)

• SPECIAL OUTDOOR SERVICE (9:00 A.M. TO 2:00 P.M.)

OCTOBER PARADE EVENT - MULTIPLE ROAD CLOSURE FOR SUNDAY MORNING

SCALE: 1" = 600' COUNTY OF SAN JOAQUIN



CERTIFICATE OF LIABILITY INSURANCE

OURLADY-02 LWHITEAKER

DATE (MM/DD/YYYY)

9/9/2016

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). Rico Pfitzer Pires and Associates Insurance PHONE (A/C, No, Ext): (800) 399-7473 FAX (A/C, No): (209) 854-2520 P.O. Box 129 Gustine, CA 95322 E-MAIL ADDRESS: info@rppins.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Burlington Ins. Co. 23620 INSURED INSURER B: Our Lady of Fatima Society of INSURER C: Thornton, Attn: Secretary INSURER D: P.O. Box 611 Thornton, CA 95686 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. ADDL|SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1,000,000 CLAIMS-MADE X 904B001113 DAMAGE TO RENTED PREMISES (Ea occurrence) 10/15/2016 10/18/2016 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADVINJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 X POLICY PRO-JECT PRODUCTS - COMP/OP AGG \$ OTHER: IQUOR LIAB 1,000,000 \$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED 5 PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS 5 S UMBRELLA LIAB **OCCUR** EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE AND EMPLOYERS LIABILITY
ANY PROPRIETOR/PARTINER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
if yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is named as Additional Insured with respect to General Liability in regard to the Bodo de Leite being held on 10-15-16.

CER	TIFICATE HOLDER	CANCELLATION
	County of San Joaquin & Its Board of Supervisors, Officers Employees and Agents P.O. Box 1810	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Stockton,, CA 95201	Litide White

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

26590 & 26720 N. Sacramento Blvd, Thornton, CA 95686

Name Of Person(s) Or Organization(s) (Additional Insured):

County of San Joaquin: it's board of officers and employees PO Box 1810

Stockton, CA 95201

Additional Premium:

75

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

.However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 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
- 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.