



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-1701880
Date Issued: 06/22/2017
Start Date: 07/09/2017
Exp. Date: 07/09/2017
Project No: PWP110005
Quad: NE

ENCROACHMENT PERMIT

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

Encroachment Type:

Temp. Road Closure			
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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 06/22/2017, 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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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. 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 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. 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 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 12, 2017

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 _____
VALID 7/9/17 TO 7/9/17 DRIVEWAYS:
STREET KENNEFICK RD. & WOODBRIDGE RD.
AREA ACAMPO QUAD NE
TYPE RUN EVENT - TEMP. ROAD CLOSURE
FORMS _____
NOTES _____

* SHE 365 SK RUN ON SUNDAY JULY 9
2017 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 9, 2017

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

See attached

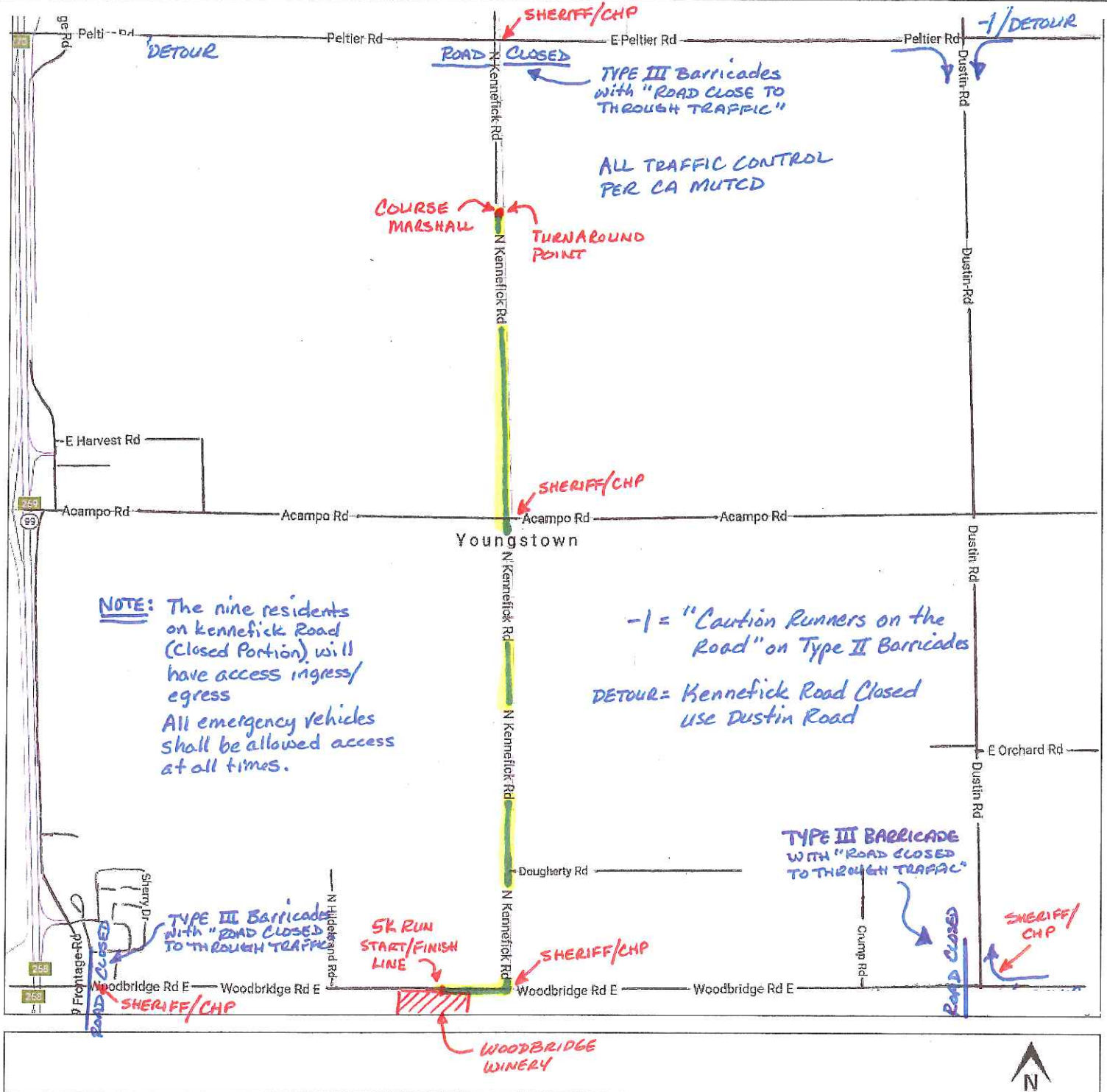
SHE 365 Run from 6:00 am to 10:30 am

Work will commence on or about July 9, 2017 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, Owner
Signature of Applicant - Title

May 12, 2017
Date



SHE 365 5K RUN TRAFFIC HANDLING PLAN

SAN JOAQUIN COUNTY

Department of Public Works, 1810 East Hazelton Ave. Stockton, CA 95205

The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose. The information on this map is not intended to replace engineering, financial or primary records research.



5/12/2017

5K RUN ROUTE

On Your Mark Events

Event Management, Timing and Consulting

LETTER OF INTENT

ON YOUR MARK EVENTS – SHE 365 5K Run
WODBRIDGE WINERY
SUNDAY, JULY 9, 2017

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 9th, 2017, 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

REVISED				Certificate #	74984	
FACILITY OWNER - Additional Insured: (if multiple, continued on next page)		PRODUCER:		CA License #0757776		
City of Emeryville, its officers and employees, 1333 Park Avenue, Emeryville, CA 94608		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 & Kande Aiton DBA On Your Mark Events P.O. Box 1199 Arnold, CA 95223		TYPE OF EVENT:		Bike/Runs		
		EVENT DATE(S):		4/2, 4/15, 7/9 & 11/5/2017		
		EVENT LOCATION(S):		Emeryville, Corner of park & Hollis, Emeryville, CA 94608, De Carli Plaza & Street, Stockton, CA 95292, Woodbridge Winery, 5950 E Woodbridge, Acampo, CA 95220 and University of the Pacific, Streets of Stockton, 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	1/1/2017	1/1/2018	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) Host 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 ~

Second Page of Certificate		Certificate #	74984
OTHER ADDITIONAL INSURED:			
1	5616 Bay Street Investors LLC, Madison Marquette Retail Services, Inc. and UBS Realty Investors, LLC		
2	City of Stockton, its officers, officials, employees, and designated volunteers		
3	Tony & Natalie Vice DBA Fleet Feet Sport, 277 Lincoln Center, Stockton, CA 95207		
4	County of San Joaquin, 222 E Weber, #707, Stockton, CA 95207		
5	University of the Pacific, 3601 Pacific Avenue, Stockton, CA 95207		
6			
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13			
<p>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.</p>			
AUTHORIZED REPRESENTATIVE:			DATE ISSUED: 3/30/2017

SPECIFIC EVENT EXCLUSIONS

The following types of events are specifically excluded and no coverage for them exists on the policies listed on the front page of this Certificate of Insurance:

Aircraft / Aviation
All Terrain Boarding
Ballooning / Balloon Rides
Base Jumping
Bouldering Events
Boxing
Bungee Jumping
Carnival Rides
Circuses
Concerts with performances exceeding 6 hours of performance time
Contact Karate / Martial Arts
Contact Sports
Diving
Dodgeball / Gaga Dodgeball
Football / Flag Football (except passing camps with no contact drills)
Gun Shows / Exhibitions
Hang Gliding
Hockey
Jousting
Kayaking, Rafting or Canoeing in greater than Class 3 rapids
Lacrosse / Rugby
Mechanical Amusement Rides or Services
Motorized Sporting Equipment
Mosh Pits
Mountain Biking
Power Boat Racing
Professional Sporting Activity; Games, Races, Contests of a professional nature
Pyrotechnics / Explosives
Rap or Heavy Metal Concerts
Raves
Rock Climbing
Rodeo / Roping Events (includes practice)
Scuba Diving
Sky Diving
Tattoo Expos / Conventions
Tractor / Truck Pulls
Wrestling

SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST

CERTIFICATE OF INSURANCE

DATE

5/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT 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.

PRODUCER:

HUB International Insurance Services Inc.
P.O. Box 4047
Concord, CA 94524-4047
CA License #0757776

CONTACT NAME: JOY CUMMINGS

PHONE 925 609 6500 FAX 925 609 6550

EMAIL specialevent@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Colony Insurance Company 39993

NAMED INSURED:

Mark & Kandee Aiton
DBA On Your Mark Events
P.O. Box 1199
Arnold, CA 95223

COVERAGES

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 below. 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.

INSR LTR	TYPE OF INSURANCE	INSURED MEMBER ENDORSEMENT NUMBER	COVERAGE EFFECTIVE / EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	74984	04/02/2017	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCURRENCE			MED EXP (Any one person)	\$5,000
				PERSONAL & ADV INJURY	\$1,000,000
				GENERAL AGGREGATE	\$2,000,000
				PRODUCTS-COMP/OP AGG	\$2,000,000
				LIQUOR LIABILITY PER OCCURRENCE (AGGREGATE INCLUDED IN GENERAL LIABILITY AGGREGATE)	N/A

MASTER POLICY #AR6360147 - EFFECTIVE DATE 1/1/2017; EXPIRATION 1/1/2018

DESCRIPTION OF OPERATIONS / LOCATIONS

5616 Bay Street Investors LLC, Madison Marquette Retail Services, Inc. and UBS Realty Investors, LLC

is/are included as an additional insured(s) per attached endorsement CG 2026. Policy is Primary and Non-contributing per attached endorsement T1095-0108; Waiver of Subrogation applies per attached endorsement U251-0310.

Event Type: Bike/Runs

Event date(s): 4/2/2017

CERTIFICATE HOLDER

5616 BAY STREET INVESTORS LLC, MADISON MARQUETTE RETAIL SERVICES, INC. AND UBS REALTY INVESTORS, LLC, 5616 BAY STREET, EMERYVILLE, CA 94608

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



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)

5616 Bay Street Investors LLC, Madison Marquette Retail Services, Inc. and UBS Realty Investors, LLC

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.

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:

5616 Bay Street Investors LLC, Madison Marquette Retail Services, Inc.,
and UBS Realty Investors, LLC

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.

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.

SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST CERTIFICATE OF INSURANCE

DATE

5/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT 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.

PRODUCER:

HUB International Insurance Services Inc.
P.O. Box 4047
Concord, CA 94524-4047
CA License #0757776

CONTACT NAME: JOY CUMMINGS

PHONE 925 609 6500 FAX 925 609 6550

EMAIL specialevent@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Colony Insurance Company 39993

NAMED INSURED:

Mark & Kandee Alton
DBA On Your Mark Events
P.O. Box 1199
Arnold, CA 95223

COVERAGES

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 below. 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.

INSR LTR	TYPE OF INSURANCE	INSURED MEMBER ENDORSEMENT NUMBER	COVERAGE EFFECTIVE / EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	74984	4/15 & 11/5/2017	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCURRENCE			MED EXP (Any one person)	\$5,000
				PERSONAL & ADV INJURY	\$1,000,000
				GENERAL AGGREGATE	\$2,000,000
				PRODUCTS-COMP/OP AGG	\$2,000,000
				LIQUOR LIABILITY PER OCCURRENCE (AGGREGATE INCLUDED IN GENERAL LIABILITY AGGREGATE)	N/A

MASTER POLICY #AR6360147 - EFFECTIVE DATE 1/1/2017; EXPIRATION 1/1/2018

DESCRIPTION OF OPERATIONS / LOCATIONS

City of Stockton, its officers, officials, employees, and designated volunteers

is/are included as an additional insured(s) per attached endorsement CG 2026. Policy is Primary and Non-contributing per attached endorsement T1095-0108; Waiver of Subrogation applies per attached endorsement U251-0310.

Event Type: Bike/Runs

Event date(s): 4/15 & 11/5/2017

CERTIFICATE HOLDER

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

City of Stockton
400 E Main Street, 3rd Floor
Human Resources - City Risk Services
Stockton, CA 95202



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)

City of Stockton, its officers, officials, employees, and designated volunteers

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.

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:

City of Stockton, its officers, officials, employees, and designated volunteers

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.

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.

