

# **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-1801406
Date Issued: 04/25/2018
Start Date: 05/19/2018
Exp. Date: 05/19/2018
Project No: PWP110005

Permit Section

Quad: NE

## **ENCROACHMENT PERMIT**

To: LINDEN-PETERS CHAMBER OF COMMERCE P.O. BOX 557

LINDEN, CA 95236

YELLOW

PINK

-Field Inspection

-Permit Section

Encroachment Type:		
TEMPORARY ROAD		
CLOSURE		
Location:		
FRONT ST. BETWEEN DUNCAN RD. AND M	MARKET ST. ON MAY 19, 2018 FROM	19:30 A.M. TO 10:30 A.M.
[		

In compliance with your request of <u>04/25/2018</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 Comment Traffic Control pe	s: r MUTCD****Approved per Resolution R-96-	223****
FORMS:		
Est. Permit Fee:	\$0.00	
		KRIS BALAJI, Director
		Department of Public Works
WHITE GOLDENROD	-Permittee -PWD Central File	1,1

### ENCROACHMENT PERMIT GENERAL PROVISIONS

13-1

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)
- 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.

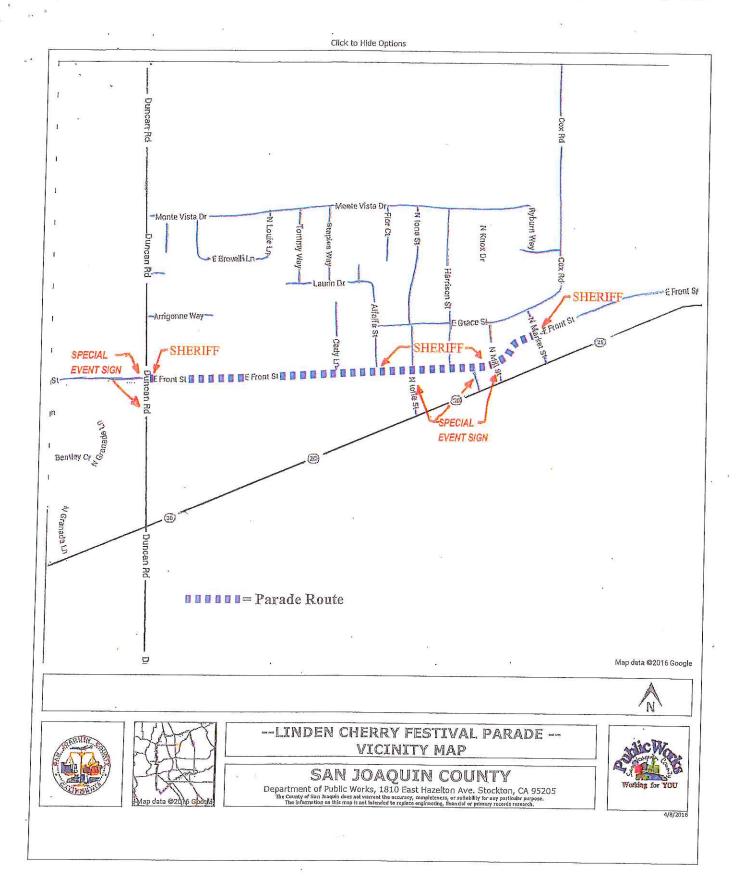
### SPECIAL CONDITIONS FOR LINDEN CHERRY FESTIVAL PARADE ENCROACHMENT PERMIT

- 1. Traffic control shall be in accordance with the attached traffic control plan.
- 2. The traffic handling at designated intersections shall be provided by either Highway Patrol or the San Joaquin County Sheriff Department.
- 3. Residents shall be notified in writing, as approved by the County two weeks prior to the event.
- 4. Applicant shall notify and coordinate with all emergency services (fire, police, etc.) and local postmaster a minimum of seven days prior to the event.
- 5. Event signage shall include directions to designated parking locations.
- 6. Emergency vehicle and local resident access shall be provided at all times.
- 7. A certificate of insurance, naming San Joaquin County as additional insured and certificate holder, must be submitted to the County prior to the event.
- 8. Marking of pavement (e.g. paint) is not allowed.
- 9. Roadway shall be completely cleared and open to the travelling public by 11:00 am. All related signage shall be removed by 11:00 am.

# RECEIVED SAN JOAQUIN COUNTY

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:	2011 APR 25 AM 8: 09
Date 4-24-18	OFFICE USPONEYBLIC WORKS
To: San Joaquin County Department of Public Works	JOB# REF# REF#
LINDEN PETERS CHAMBER OF COMMERCE (Applicant Name)	VALID 5/19/18 DRIVEWAYS: STREET FRONT STREET *
P.O. Box 557 (Mailing Address)	AREA LINDEN QUAD NE * TYPE TEMP. ROAD CLOSURE * FORMS
LINDEN, CA 95226 (City, State, Zip Code)	NOTES  J. LINDEN CHERRY FESTIVAL PARADE W
(Area Code - Telephone Number)  V 50 2 C C C C C C C C C C C C C C C C C C	MAY 19, 2018 FROM 9:30 AM TO 10:30 AM. TO
Sketch (Detailed plans may be submitted)	Trant (T
74	FIZOIVI 31.
DUNCAN BY	
The undersigned hereby applies for permission to excavate, co the	onstruct and/or otherwise encroach on County Highway Right-of-Way on approximatelyfeet/mile, by performing the following work (description of work):
DUNCAN RD ON THE WEST.	FROM 9:30AM - 10:30 AM
Work will commence on or after	for approximately <u>ove</u> (i) days.
I, the undersigned, certify that I am the owner of the respective work described above in accordance with the rules and regulation	property, or am qualified to represent the owner and agree to do the ons of San Joaquin County and subject to inspection and approval.
Signature of Applicant - Title	4-24-18 Data
eignature of Abbilogist . His	Date



LINDCHA-02

**JBENNETT** 



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/26/2017

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). CONTACT NAME: PRODUCER License # 0C36861 (A/C, No. Ext): (209) 334-3030 E-MAIL FAX (A/C, No); (209) 334-3535 Alliant Insurance Services, Inc. Todd Garibaldi Insurance 641 South Ham Ln Ste B ADDRESS: Lodi, CA 95242 INSURER(S) AFFORDING COVERAGE NAIC # 00000 INSURER A: Philadelphia Insurance Company INSURED INSURER B : INSURER C: **Linden-Peters Chamber of Commerce** P.O. Box 557 INSURER D : Linden, CA 95236 INSURER E INSURER F: **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** 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. POLICY EFF POLICY EXP ADDL SUBR INSD WVD LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 X COMMERCIAL GENERAL LIABILITY Δ FACH OCCURRENCE 4 DAMAGE TO RENTED PREMISES (Ea occurrence) 11/01/2017 11/01/2018 100,000 CLAIMS-MADE X OCCUR X PHPK1725505 \$ 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRO-JECT PRODUCTS - COMP/OP AGG X POLICY \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED ALL OWNED BODILY INJURY (Per accident) \$ AUTOS AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ UMBRELLA LIAB EACH OCCURRENCE \$ OCCUR **EXCESS LIAB** AGGREGATE \$ CLAIMS-MADE \$ DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) \$ N/A E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN San Joaquin County ACCORDANCE WITH THE POLICY PROVISIONS. 1810 E. Hazelton Ave Stockton, CA 95205 **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**

Name Of Additional Insured Person(s) Or Organization(s):				
San Joaquin County				
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 your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations;
  - 2. In connection with your premises owned by or rented to you.

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. 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
- 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.