



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-1901138

Date Issued: 04/16/2019

Start Date: 05/04/2019

Exp. Date: 05/04/2019

Project No: PWP110005

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 04/16/2019, 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 4, 2019 for "Fill the Boot" Drive for the Firefighters Burn Institute****

FORMS:

Est. Permit Fee: \$0.00

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.

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:

Date 4/15/19

To: San Joaquin County
Department of Public Works

Linden-Peters Fire District
(Applicant Name)

17725 E. Hwy 26
(Mailing Address)

Linden, CA 95236
(City, State, Zip Code)

(209) 887-3710
(Area Code - Telephone Number)

OFFICE USE ONLY

JOB #	<u>110005</u>	REF #	
APN		CR #	
EXP. DATE	<u>5/4/19</u>		
VALID	<u>5/4/19</u> TO <u>5/4/19</u>	DRIVEWAYS:	
STREET	<u>DUNCAN RD.</u>	*	
AREA	<u>LINDEN</u> QUAD <u>NE</u>	*	
TYPE	<u>TRAFFIC CONTROL DEVICES</u>	*	
FORMS			
NOTES			

** TRAFFIC CONTROL DEVICES FOR
* BOOT DRIVE WITHIN COUNTY
* RIGHT-OF-WAY - MAY 4, 2019 **

Sketch (Detailed plans may be submitted)

"FILL-THE-BOOT" DRIVE

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on County Highway Right-of-Way on the N/S/E/W side of Highway 26 approximately Duncan Rd. feet/mile _____ of _____, by performing the following work (description of work):
Collecting donations to benefit the Firefighters Burn Institute.
Firefighters will be collecting donations from the shoulder of Hwy 26 and Duncan Rd. at a four way stop intersection.

Work will commence on or about May 4th, 2019 for approximately One 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] - Firefighter
Signature of Applicant - Title

4/15/19
Date



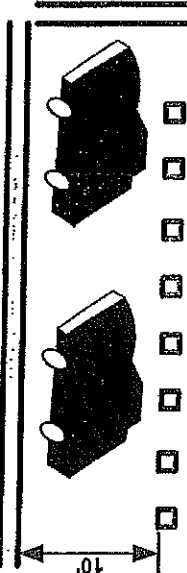
STATE ROUTE 26

4015



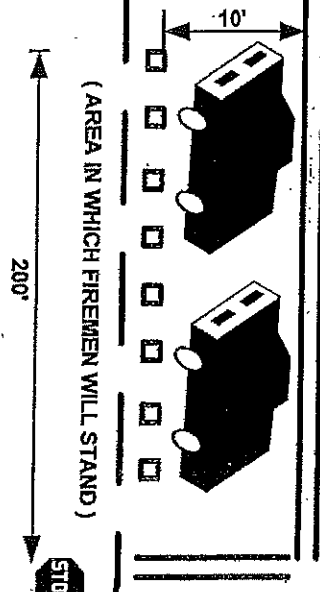
(AREA IN WHICH FIREMEN WILL STAND)

200'



DUNCAN ROAD

STOP



(AREA IN WHICH FIREMEN WILL STAND)

200'



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

THIS MAP FOR
ASSESSMENT USE ONLY

091-20

RECEIVED
OCT 03 2008
County Clerk, San Joaquin County

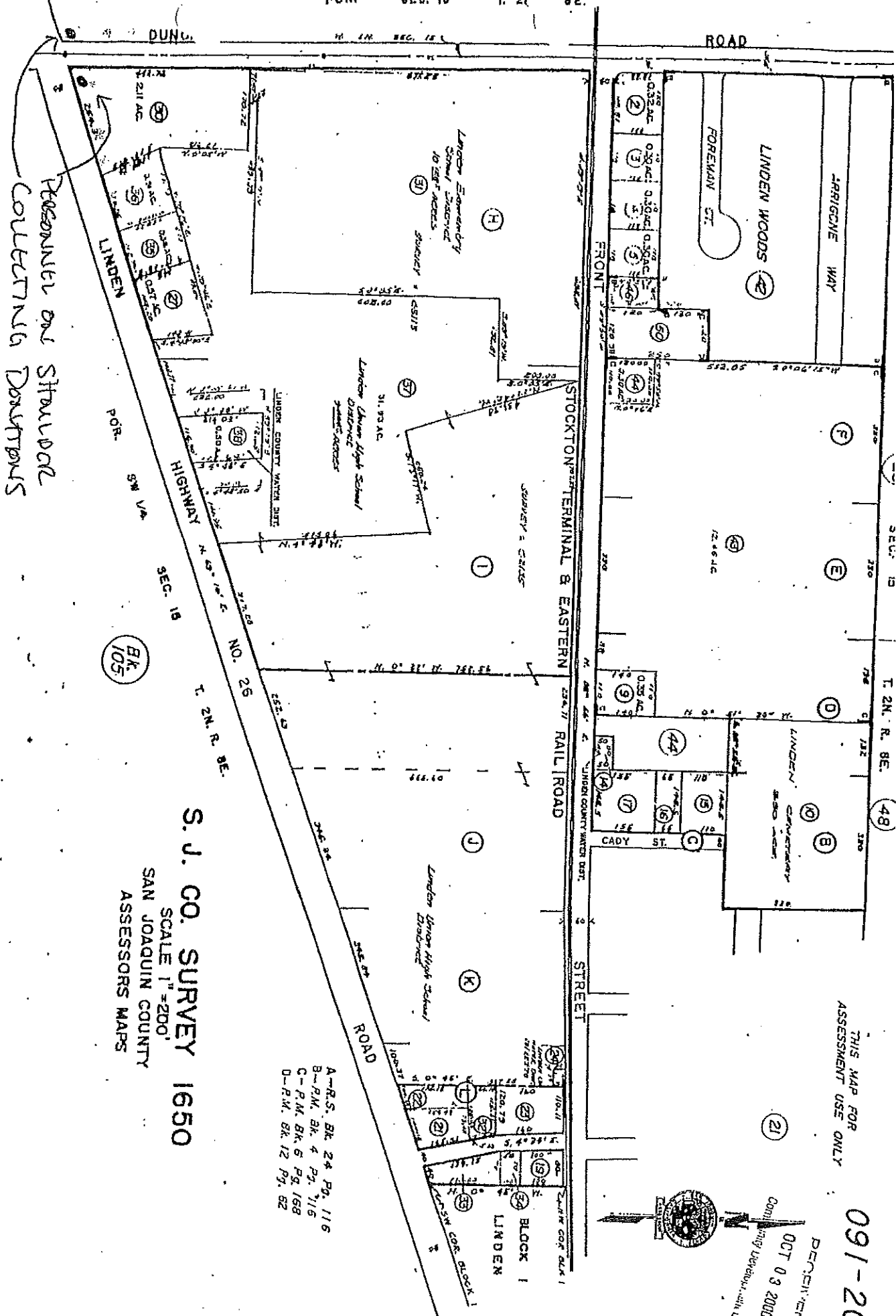


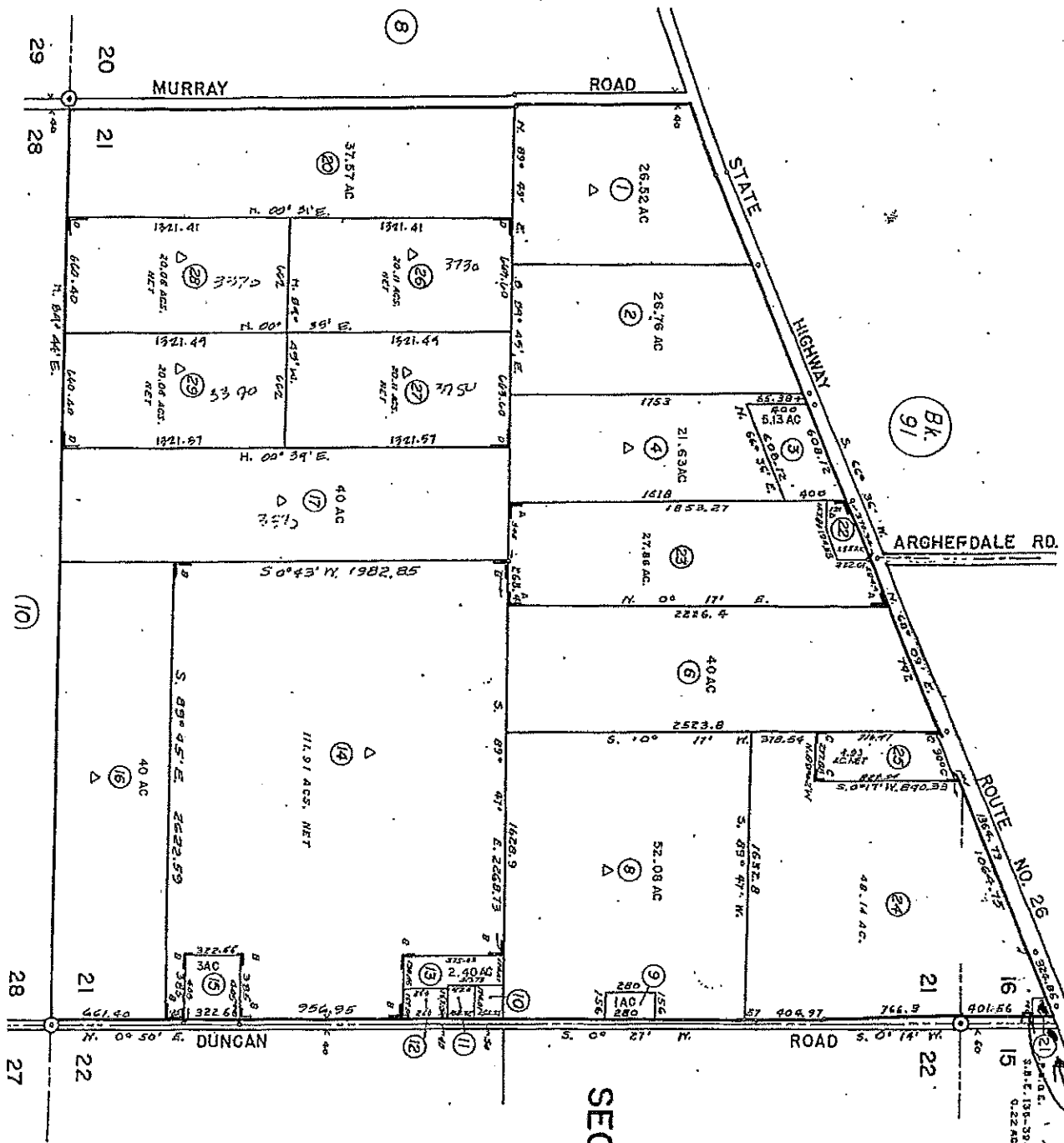
S. J. CO. SURVEY 1650
SCALE 1"=200'
SAN JOAQUIN COUNTY
ASSESSORS MAPS

A-R.S. Bk. 24 Pg. 116
B-P.M. Bk. 4 Pg. 116
C-P.M. Bk. 6 Pg. 168
D-R.M. Bk. 12 Pg. 62

RECONSTRUCTED
COURTNEY DOWNS

BRANCHES: S. J. CO.





SECTION 21 T.2N.R.8E.

SCALE 1"=600'
SAN JOAQUIN COUNTY
ASSESSORS MAPS

△-WILLIAMSON ACT PARCELS

- A - P.M. Bk. 7 Pg. 27
- B - R.S. Bk. 29 Pg. 98
- C - P.M. Bk. 15 Pg. 11
- D - R.S. Bk. 33 Pg. 47

Printed & Signed

THIS MAP FOR
ASSESSMENT USE ONLY
S.B.E. 198-39-28 PAR. 3
0.22 AC.

PERMIT TRACKING
MAR 10 1995

RESEARCH ON SPANISH
COLLECTING DOCUMENTS 05-09



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER All-Cal Insurance Agency 505 Vernon Street Roseville CA 95678		CONTACT NAME: DiAnna Martin PHONE (A/C, No. Ext): (916) 784-9070 E-MAIL ADDRESS: dianna@all-calinsurance.com FAX (A/C, No): (916) 784-0158	
INSURED Firefighters Burn Institute 3101 Stockton Blvd. Sacramento CA 95820		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of California INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 011845	

COVERAGES**CERTIFICATE NUMBER:** CL191307723**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual Conduct \$ 500,000 / 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability - Included	Y		2019-14425	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 20,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$						
	BODILY INJURY (Per person) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2019-14425UMB	01/01/2019	01/01/2020	BODILY INJURY (Per accident) \$
	PROPERTY DAMAGE (Per accident) \$						
	EACH OCCURRENCE \$ 4,000,000						
	AGGREGATE \$ 4,000,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE \$
	OTH-ER \$						
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
A	Employee Dishonesty Forgery & Alteration			2019-14425PROP	01/01/2019	01/01/2020	E.L. DISEASE - POLICY LIMIT \$
	Limits \$ 100,000						
	Limits \$ 100,000						
							Deductible \$ 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

San Joaquin County Public Works, its officers, agents, officials, employees and volunteers are named additional insured for the "Fill The Boot For Burns" boot drive on May 4, 2019 at E. Hwy 26 / N Duncan Rd. Form CG 20 12 applies.

CERTIFICATE HOLDER**CANCELLATION**

San Joaquin County Public Works 1018 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 <i>Mike Espanza - President</i>
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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 endorsement 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 and volunteers

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 broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal 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.