



# 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-1902430**  
Date Issued: 07/22/2019  
Start Date: 08/04/2019  
Exp. Date: 08/04/2019  
Project No: PWP110005  
Quad: NW

## ENCROACHMENT PERMIT

To: ON YOUR MARK EVENTS  
P.O. BOX 1199  
ARNOLD, CA 95223

### Encroachment Type:

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

### Location:

RAY RD - SEE ATTACHED MAP - ON AUGUST 4, 2019 FROM 6:30 A.M. TO 10:30 A.M.

In compliance with your request of **07/22/2019**, 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 - SHE 365 5K and 10K Run on August 4, 2019 from 6:30 a.m. to 10:30 a.m.

### FORMS:

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

Est. Permit Fee: \$350.00

|           |                   |
|-----------|-------------------|
| 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 & 10K 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 California Highway Patrol and the San Joaquin County Sheriff Department S.T.A.R.S. Applicant shall provide the County written verification, 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 29, 2019

To: San Joaquin County  
Department of Public Works

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)

kandee@onyourmarkevents.com  
(Email Address)

| OFFICE USE ONLY   |                                       |            |  |
|---|---------------------------------------|------------|--|
| JOB #   | <u>110005</u>                         | REF #      |  |
| APN   |                                       | CR #       |  |
| EXP. DATE   | <u>8/4/19</u>                         |            |  |
| VALID   | <u>8/4/19</u> TO <u>8/4/19</u>        | DRIVEWAYS: |  |
| STREET  | <u>RAY RD.</u>                        | *          |  |
| AREA  | <u>LODI</u> QUAD <u>NW</u>            | *          |  |
| TYPE  | <u>RUN EVENT - TEMP. ROAD CLOSURE</u> |            |  |
| FORMS   | <u>—</u>                              |            |  |
| NOTES   |                                       |            |  |
| <p><i>* SHE 365 5K &amp; 10K RUN ON SUNDAY *<br/>* AUGUST 4, 2019 FROM 6:30 AM - 10:30 AM *</i></p> |                                       |            |  |

Sketch (Detailed plans may be submitted)

See attached Letter of Intent and Course Map  
Start day - Sunday, August 4, 2019

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

See attached  
SHE 365 Run from 6:30 am - 10:30 am

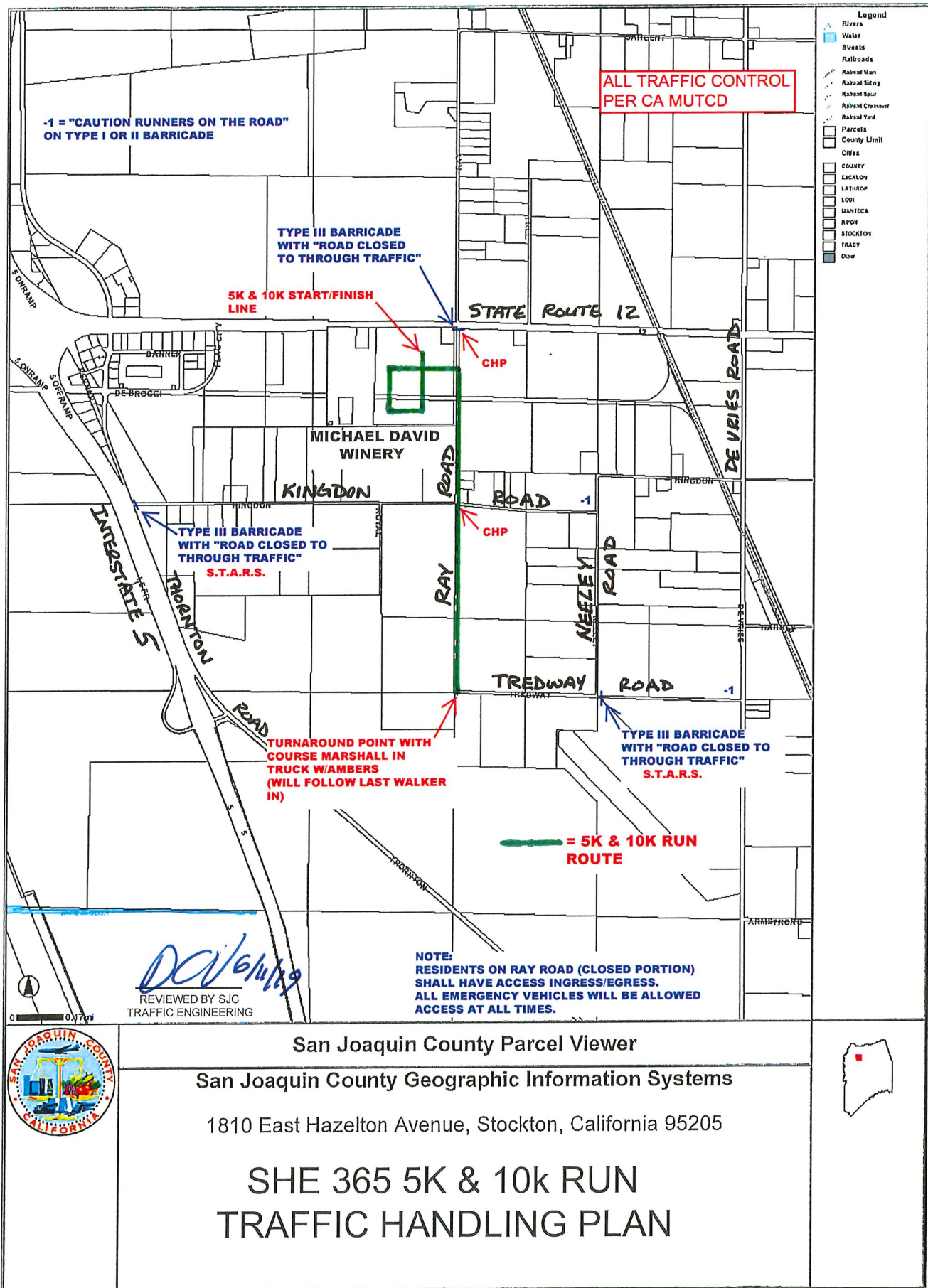
Work will commence on or after August 4, 2019 for approximately 1 days.

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

5-29-19  
Date









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

|  |                              |   |  |   |  |             |
|--|------------------------------|---|--|---|--|-------------|
|  |                              |   |  | Certificate #   | 96185  |             |
| FACILITY OWNER - Additional Insured: (If multiple, continued on next page)   |                              |   | PRODUCER:  |   | CA License #0767776  |             |
| Fairgrounds, The State of CA, 4501 Pleasanton Avenue, CA 94566   |                              |   | HUB International Insurance Services Inc.<br>P.O. Box 4047<br>Concord, CA 94524-4047<br>PH: 925 609 6500 FX: 925 609 6550 <a href="mailto:specialevent@hubinternational.com">specialevent@hubinternational.com</a> |   |  |             |
| EVENT HOLDER - Named Insured: (If multiple, continued on next page)  |                              |   | EVENT INFORMATION  |   |  |             |
| Mark & Kandee Alton<br>DBA On Your Mark Events<br>P.O. Box 1199<br>Arnold, CA 95223  |                              |   | TYPE OF EVENT:   | Run   |  |             |
|  |                              |   | EVENT DATE(S):   | 6/9, 7/4, 7/6 & 12/7/2019   |  |             |
|  |                              |   | EVENT LOCATION(S):   | Downtown Pleasanton, Pleasanton, CA; Michael David, 4580 West Hwy 12, Lodi, CA; Sunset Business Park, San Ramon, CA; Twisted Oak, 4280 Red Hill Road, Vallejo, CA |  |             |
| 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 | 103 GL 0021111  | 1/1/2019   | 1/1/2020  | 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   | \$1,000,000 |
|  |                              |   |  |   | Medical Payments   | \$5,000     |
|  |                              |   |  |   | Liquor Liability Each Occurrence (Aggregate included in General Liability Aggregate) | N/A         |
| COVERAGE TERMS:  |                              |   |  |   |  |             |
| Occurrence Form (CG 0001)<br><br>Host Liquor Liability <u>Included</u> .<br><br>Full Liquor Liability Included <u>when a separate premium has been charged</u> .   |                              | The coverage afforded by this Insurance is primary and non-contributing with any insurance held by the "Additional Insured" as Named Insured, when the "Additional Insured" is shown on this Certificate of Insurance Endorsement as "Additional Insured" or WHEN REQUIRED BY WRITTEN CONTRACT. |  |   |  |             |
| COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)  |                              |   |  |   |  |             |
| -- Sexual Abuse & Molestation<br><br>-- Terrorism  |                              | Specific Events are excluded from coverage. Please see second page for list of excluded events.<br><br>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 # | 96185 |
| OTHER ADDITIONAL INSURED:                      |   |               |       |
| 1  | Nichondros & Associates Inc., dba: Workbench True Value Hardware, 652 Main Street, Pleasanton, CA 94566 |               |       |
| 2  | Zone 7 Water Agency, 100 N Canyons Parkway, Livermore, CA 94551   |               |       |
| 3  | City of Pleasanton, P.O. Box 909, Pleasanton, CA 94566  |               |       |
| 4  | Sunflower Hill, P.O. Box 11436, Pleasanton, CA 94588  |               |       |
| 5  | Michael David Winery, 4580 Hwy 12, Lodi CA 95242  |               |       |
| 6  | Tony & Natalie Vice DBA Fleet Feet Sports, 277 Lincoln Center, Stockton, CA 95207                       |               |       |
| 7  | County of San Joaquin, 222 E Weber, #707, Stockton, CA 95207  |               |       |
| 8  | City of San Ramon, 2226 Camino Ramon, San Ramon, CA 94583   |               |       |
| 9  | Jeff & Mary Stal, 4280 Red Hill Road, Vallejo, CA 95251   |               |       |
| 10   | Calaveras County, its officers, agents and employees, 591 Mt. Ranch Road, San Andreas, CA 95249         |               |       |
| 11   |   |               |       |
| 12   |   |               |       |
| 13   |   |               |       |
| 14   |   |               |       |
| 15   |   |               |       |
| ~ Additional Insureds, continue to next page ~ |   |               |       |





**THIS AGREEMENT**, Reimbursable Services Control Log # R-19-265-0011 made and entered into this 12th day of June, 2019, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and On Your Mark Events, hereinafter called SHE 365 Run

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when ☒ traffic control ☐ security services ☐ vehicle inspections  
☐ other details for SHE 365 Run  
are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the traffic control on specified route by providing two officers in two patrol vehicles.
2. The term of this Agreement will be 08/04/2019 to 08/04/2019.
3. The CHP coordinator shall be Office N. Capadona, #19795, telephone number (209) 938-4846.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. SHE 365 Run agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.  
SHE 365 Run agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. SHE 365 Run shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from SHE 365 Run thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. SHE 365 Run agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, SHE 365 Run agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.  
SHE 365 Run will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. SHE 365 Run agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.





11. SHE 365 Run agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, SHE 365 Run will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and SHE 365 Run will be charged at the current sergeant's pay. In the event of a rate increase, SHE 365 Run agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, SHE 365 Run agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to SHE 365 Run shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

|                       |             |   |          |           |
|-----------------------|-------------|---|----------|-----------|
| Sergeant:             | _____ hrs.  | @ | \$ _____ | \$ _____  |
| Officer:              | 8.00 hrs.   | @ | \$ 97.43 | \$ 779.44 |
| Vehicle mileage:      | 80 miles    | @ | \$ 1.04  | \$ 83.20  |
| Motorcycle mileage:   | _____ miles | @ | \$ _____ | \$ _____  |
| Other expenses:       | _____       |   |          | \$ _____  |
| Total estimated cost: |             |   |          | \$ 862.64 |

**Note:** If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R, Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. Payment/Deposit. A form of advance payment/deposit shall be required before services can be performed. The CHP command will collect the full amount of the estimate indicated herein for an Agreement 29 days or less. For an Agreement over 30 days and up to 12 months, 50 percent of the estimate shall be collected.
- Amount of deposit collected: \$ \_\_\_\_\_
  - Check number/purchase order number: \_\_\_\_\_
  - Cash receipt number: \_\_\_\_\_
  - Federal Tax Identification Number: \_\_\_\_\_



WITNESSETH: By and in consideration of the covenants and conditions herein contained,  
SHE 365 5K Run and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
 Department of California Highway Patrol

*[Signature]* 6-13-19  
 Commander Signature Date

S. A. Setter, Captain  
 Printed Name

Commander, Stockton Area  
 Title

265  
 Location Code

|   |      |
|---|------|
| For use by City/County Clerk, if applicable |      |
|   |      |
| Approved as to form by                      | Date |

REQUESTOR'S NAME

*Kandee Aiton* 6-13-19  
 Signature Date

Kandee Aiton  
 Printed Name

Event Manager  
 Title

PO Box 1199  
 Address

Arnold CA 95223  
 City State Zip Code

(209) 988-7870  
 Telephone Number



