COUNTY OF EL DORADO



DEPARTMENT OF TRANSPORTATION

APPLICATION FOR ROAD CLOSURE THE APPLICATION HUET BE SUBMITTED AT LEAST OF DAYS PRIOR TO THE ROAD THE ROAD



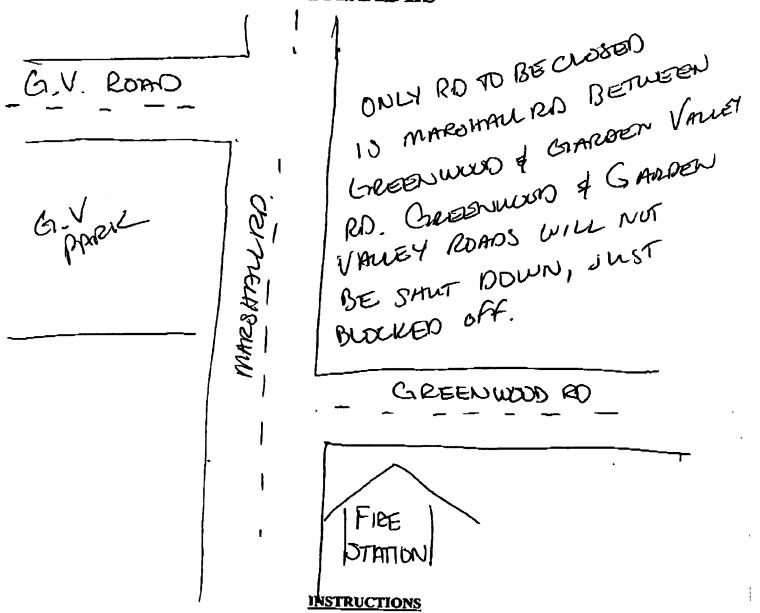
THE FOLLOWING CONDITIONS ARE REQUIRED FOR ALL ROAD CLOSURES:

- The organizers shall provide a <u>detailed signing and detnor plan</u> for any proposed closure of a major county road. This signing/detour plan should identify the type and location of all signs, barricades, cones, and flaggers. The plan must be attached to this application when it is submitted for review.
- The organizers shall provide proof that the owners of the adjacent <u>business along the road closure</u> are in agreement with proposed closure. These agreements must be attached to this application when it is submitted for review.
- 3. The organizers shall be responsible for providing all signs, bardcades, cones, flaggers, and traffic controls.
- 4. Wooden barricades shall be placed across the County road to close the road. Barricades shall also be placed across all intersecting roads to deny access to the closed road.
- 5. A "ROAD CLOSED" sign shall be placed at each barricaded intersection. Each sign shall measure at least 48 inches by 30 inches, with 8 inch black letters on a white background.
- The organizers shall remove all signs, all pavement markings or other meterials immediately following the event. The organizers shall also remove all debris deposited by porticipants and speciators.
- 7. The organizers shall provide a <u>Certificate of Insurance</u>, naming El Dorado County <u>Department of Transportation additionally insured</u>, in the amount of <u>\$1,000.000.00 (one million dollars)</u> as required by the El Dorado County Risk Manager.
- 8. To the fullest extent allowed by law the Organizer shall) defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages, and itability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or in anyway arise out of are connected with the work by the Organizer, his agents or employees including contractor's services, operation or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Organizer, contractor, subcontractor(s) and employee(s) or any of these, except for part of the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of the Organizer to Indemnify and seve the County harmless includes the duties to defined set forth in California Civil Code Section 2778.

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SIGNATURE: Willy form	DATE	5/18/07
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I HAVE READ, ACKNOWLEDGE AND AGREE TO ALL OF THE ABOVE CONDITIONS WITH REGARD TO THIS ROAD CLOSURE.

SKETCH FOR ROAD CLOSURES AND PARADES



- 1. Sketch all roads to be occupied and label roads name.
- 2. Indicate all intersecting public roads along route.
- 3. Indicate "START" and "FINISH" location of event.
- 4. Indicate direction of travel for the participants.

NOTE: This sketch may serve as the "SIGNING/DETOUR PLAN" if it clearly identifies the type and location of all proposed sign, barricades, cones, and flaggers.

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ELDORAD EL Dorado County Department of Transportation 2850 Fairlane Court Placerville CA 95667				portation	SHOULD ANY OF DATE THEREOF, NOTICE TO THE C IMPOSE NO COLD REPRESENTATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED RETORE THE RIPHRATM DATE THEREOF, THE RIPHRATM HOUSER WILL ENDEAVOR TO MAIL. 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL INFOSE HO COLUGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NON-CONTRACTORS BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any fallure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such
- 3. This provision 2, does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "productscompleted operations hazard" is excluded either by the provisions of the Coverage Part or by

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.h. below whom you are required to add as an additional May. 7. 2009 0.00AM ROTHER INS. AGENCY NO. 8943 Per. 3 01 3

insured on this policy under a written contract or agreement but the written contract or agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured - Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) 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.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee,

or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.