CITY of THE DALLES PUBLIC WORKS

1215 WEST FIRST STREET THE DALLES, OREGON 97058 (541) 296-5401



SIDEWALK/STREET CLOSURE PERMIT

Please complete the entire form

| Applicant Name: The Dalles Main Street | Date: 08/18/2021 |
|--|-------------------------------------|
| Address: 710 E 2nd St | Phone: 360-328-0820 |
| Contact/Responsible Person Sarah Mall | Phone: 360-328-0820 |
| Email Address: sarah@thedallesmainstreet.org | Cell: |
| | |
| TYPE OF CLOSURE (C | |
| ☐ Street for Construction Work ☐ | Sidewalk for Construction Work |
| ☐ Street/Parking Lot for Event ☐ | Sidewalk for Event |
| ☐ Parking Lane for Dumpster ☐ | Other |
| CLOSURE FROM 08/19/2021 / 8am (Date/Tin | ne) TO 08/19/2021 / 9pm (Date/Time) |
| LOCATION/ADDRESS OF CLOSURE Federal Street b | petween First and Second Streets |
| REASON FOR CLOSURE Third Thursdays Festive | |

INSTRUCTIONS/REQUIREMENTS:

- Applicant <u>must</u> provide a Traffic Control Plan (TCP) for approval for all Street and Parking Lot Closures. Traffic Control Plan should show proposed detour routes, signs, barricades, and traffic control devices.
- Applicant <u>must</u> provide a Temporary Pedestrian Accessible Route Plan (TPARP) for approval for all Sidewalk Closures. TPARP should show proposed accessible pedestrian detours, signs, barricades, and pedestrian delineation devices. (See Standard Drawing TM844 for general TPARP examples)
- Applicant must notify Central Dispatch at the time of street closing and reopening. (541-298-5507)
- Applicant <u>must</u> notify adjacent property/business owners prior to closure.
- Applicant <u>must</u> provide proof of liability insurance with The City of The Dalles listed as co-insured if City Street/Parking Lot closure is for an event

THIS PERMIT WILL BE CONSIDERED A PUBLIC DOCUMENT. ALL INFORMATION SUBMITTED WILL BE ACCESSIBLE TO THE PUBLIC, IN ITS ENTIRETY, ON THE CITY'S WEBSITE.

01/01/2021

Page 1 of 2

Reported by MHB

ACKNOWLEDGEMENT OF APPLICANT RESPONSIBILITY

The undersigned agrees to defend, indemnify and hold the City of The Dalles, its officers, agents and employees, harmless from and against all claims, liabilities, demands, damages and actions, of whatever form or nature, including but not limited to property damage, pedestrian accessibility, personal injury and death, together with costs and attorney fees incurred in defense thereof, arising from or relating in any way to the street or sidewalk closure authorized by this permit and the undersigned's activities in connection with this permit. Applicant for City Street or Parking Lot closures for events must provide a Certificate of General Liability Insurance with a minimum of \$1,000,000 coverage, with stated purpose of on the Certificate for the event and listing The City of The Dalles as a co-insured. Insurance is in addition to acknowledgement of responsibility and cannot be cancelled without prior notice to the City. In addition the Responsible Person listed on this permit shall remain on-site during the duration of the event and closure.

Failure of the applicant to meet the requirements of this permit, including following of the Traffic Control Plan and/or Temporary Pedestrian Accessible Route Plan, will result in a Stop Work Order and possible revocation of the permit.

| I understand and agree to the terms of this | Sidewalk/Street Closure | Permit. | |
|--|---------------------------------|--|--------------------------------------|
| Applicant Signature | 9/ | Date_08/18/2021 | |
| CITY USE ONLY | | | |
| The alley must remain open for eme Public Works will set out the traffic and opening Federal Street at the on Friday, August 20th. | control. The applican | t is responsible for roll nt. Public Works will p | ing up the signs ick up the signs |
| TCP for Street/Parking Lot Closure TPARP for Sidewalk Closure Certificate of General Liability | ☐ Attached☐ Attached☐ Attached☐ | □ Not Required□ Not Required□ Not Required | |
| RELATED PERMITS ROUTING ORDER – PLEASE EXPED | DITE | | |
| Department | Appro | val | Date |
| Public Works – Transportation | | vid Mills | 18AUG2021 |
| Public Works – ADA Coordinator | N/A | 1/2 | 8/18/21 |
| Police Department Human Resources - Risk Manager | - | 091 | 5/18/21 |
| City Manager | 70 | A. Ohnos | 8(19/21 |
| | | N . | |
| THIS PERMIT IS: | | | |
| APPROVED AND EXPIRES OF | N 8-20-30 | 021 | |
| ☐ APPROVED WITH REVISION | S AND EXPIRES ON _ | | |
| ☐ DENIED FOR FOLLOWING RI | EASON: | | |
| Authorized by: Eine Hans | Title | : Assl. P.W. Direc | tor |





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/18/2021

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.

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 conferrights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Colleen Clark Oregon Trall Insurance PHONE (A/G, No, Ext): E-MAIL ADDRESS: FAX (A/G. No): (541) 296-6143 (541) 296-2395 409 W 4th Street colleen@otrall.com The Dalles OR 97058 INSURER(S) AFFORDING COVERAGE INSURER A : Alliance of Nonprofits For Insurance 10023 INSURED INSURER B: The Dalles Main Street Program INSURER C PO Box 544 INSURER D OR 97058-The Dalles 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 LIMITS POLICY NUMBER TYPE OF INSURANCE 1,000,000 07/01/2021 07/01/2022 EACH OCCURRENCE X COMMERCIAL GENERAL LIABILITY 2021-48324 A DAMAGE TO RENTED PREMISES (Fa occurrence 500,000 CLAIMS-MADE X OCCUR 20,000 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 PRODUCTS - COMP/OP AGG POLICY OTHER: COMBINED SINGLE LIMIT (Fa accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO BODILY INJURY (Per accident) \$ OWNED SCHEDULED AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE UMBRELLA LIAB EACH OCCURRENCE OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE DED RETENTION \$ PER STATUTE OTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND PROPRIETOR/BARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yea, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schodule, may be attached if more space is required)
Use of City streets: Federal Street between 1st and 3rd Streets, The Dalles, OR for the Third Thursday Festival on Federal Street Event on 08/19/2021 and 09/16/2021. AI 013927 CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of The Dalles ACCORDANCE WITH THE POLICY PROVISIONS. 313 Court Street OR 97058-The Dalles **AUTHORIZED REPRESENTATIVE**

@ 1988-2015 ACORD CORPORATION. All rights reserved.



POLICY NUMBER: 2021-48324

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

| SCHEDULE | | |
|---------------------------------|---|--|
| Name of Person or Organization: | , | |
| | | |

A. Section II - WHO IS AN INSURED is amended to include:

- 4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your negligent acts or omissions; or
 - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

- B. Section III LIMITS OF INSURANCE is amended to include:
 - 8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.
- C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - 4. Other Insurance
 - a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

POLICY NUMBER: 2021-48324

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

- 1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance,
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.