

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *AM*

BOARD AGENDA # \* C-1

Urgent  Routine

AGENDA DATE September 9, 2008

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Santa Fe Avenue Bridge Widening and Retrofit Phase 2 Project

STAFF RECOMMENDATIONS:

1. Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Santa Fe Avenue Bridge Widening and Retrofit Phase 2 Project.

FISCAL IMPACT:

There is no fiscal impact with approval of the Consent to Common Use Agreement with Turlock Irrigation District.

BOARD ACTION AS FOLLOWS:

No. 2008-643

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval to Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Santa Fe Avenue Bridge Widening and Retrofit Phase 2 Project

In January 2004, the Board of Supervisors approved the Public Works Road Congestion Relief Program. One of the projects approved under this program was the improvement of the Hatch Road at Santa Fe Avenue intersection. The proposed improvements consist of traffic signals, installation of left turn lanes, dedicated right turn lanes, upgrade of the railroad signals, pavement widening, traffic striping, and expansion of the existing bridge on Santa Fe Avenue near Hatch Road.

In May 2004, the Board of Supervisors awarded a contract to BkF Engineers for engineering services for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue intersection improvement projects.

In June 2006, the Board of Supervisors approved Amendment No. 1 with BkF Engineers to add additional engineering services for the design of the bridge on Santa Fe Avenue at Hatch Road and preparation of environmental clearance documents.

In July 2007, the Board of Supervisors approved Amendment No. 2 with BkF Engineers to add additional engineering services for the improvements at the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue intersections. These additional engineering services included the preparation of individual specifications and plans for each intersection and plans and specifications for the bridge on Santa Fe Avenue.

On August 28, 2007, the Board of Supervisors adopted the Mitigated Negative Declaration for the Stanislaus County Intersection Improvements at Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue and approved the purchase agreements to acquire road right-of-way associated with the project.

On June 27, 2008 the Department of Public Works certified that all necessary rights-of-way have been obtained.

On July 22, 2008, the Board of Supervisors adopted the plans and specification for this project and set the bid opening date and time for receipt of bids of September 10, 2008 at 2:00 P.M.

The consent to common use is an agreement that allows the County to construct the bridge within the Turlock Irrigation District's right-of-way. The agreement outlines the duties and obligations between Stanislaus County and Turlock Irrigation District relative to the bridge widening and retrofit project.

In summary, the Consent to Common Use Agreement specifies:

1. TID's consent to the construction of the improvements;
2. Maintenance of the facilities constructed;
3. Liability of each agency; and,
4. Indemnification of each agency.

Approval to Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Santa Fe Avenue Bridge Widening and Retrofit Phase 2 Project

**POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

RM:sr

L:\ROADS\9208 - Hatch Road at Santa Fe Ave\Design Division\Board Items\Hatch Road @ Santa Fe

AGREEMENT CONSENTING TO COMMON USE

This Agreement is made on July 15, 2008 by and between the Turlock Irrigation District, a political subdivision, hereinafter called "DISTRICT", and Stanislaus County, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

This Agreement is made with reference to the following facts:

A. DISTRICT is in possession of certain real property in Stanislaus County consisting of a strip of land, 90 feet in width, with certain canal improvements thereon, which real property is commonly known and referred to as DISTRICT's Ceres Main Canal.

B. COUNTY desires, at COUNTY's expense, to widen the existing crossing facility by which Santa Fe Avenue crosses over the DISTRICT's Ceres Main Canal, and to make such improvements to DISTRICT's Ceres Main Canal as are necessary to maintain said canal crossing in light of the widening of COUNTY's crossing facility. This includes Turlock Irrigation District Canal property.

C. The widened crossing facility will occupy a portion of DISTRICT's property for the Ceres Main Canal, which portion is hereinafter referred to as the "Area of Common Use", and is described on Exhibit "A" attached hereto.

NOW, THEREFORE, IT IS AGREED as follows:

1. DISTRICT, pursuant to the terms and conditions hereinafter set forth, hereby consents to the COUNTY's proposed widening of the crossing

facility and to the common use by the DISTRICT and COUNTY of said widened crossing facility and "Area of Common Use".

2. COUNTY acknowledges DISTRICT's title to DISTRICT's facilities within the "Areas of Common Use". Except in emergencies, DISTRICT shall give reasonable notice to COUNTY before performing any work on DISTRICT's facilities in the "Area of Common Use" when such work will obstruct the free flow of traffic. In all cases, DISTRICT shall make adequate provisions for the protection of the traveling public when performing work on the DISTRICT's facilities in the "Area of Common Use".
3. Except in emergencies, COUNTY shall give reasonable notice to DISTRICT before performing any work on COUNTY's property or facilities in the "Area of Common Use" when such work could potentially obstruct the free flow of water through DISTRICT's canal. In all cases COUNTY shall make adequate provision for the protection of DISTRICT property and facilities when performing work on COUNTY' property or facilities in the "Area of Common Use".
4. The widening of the crossing facility consented to in Paragraph 1 of this Agreement shall be coordinated with the DISTRICT so that construction work will be carried out during the non-irrigation season. In that respect, the parties hereto are mindful of the fact that DISTRICT's irrigation season is ordinarily from March 15, through November 1, of each year.

5. COUNTY shall perform all design, construction, and inspection, of the entire project, and DISTRICT shall review the final plans prior to construction of the crossing facility. DISTRICT's review of COUNTY's plans shall not be construed as confirming or endorsing the design nor as any warranty of safety or reliability. DISTRICT shall not, by reason of such review or failure to review, be responsible for strength, details of design, adequacy or safety of COUNTY's proposed details and work.
6. COUNTY shall maintain the entire work zone in a safe manner and shall provide adequate safety barricades and lights to protect the safety of persons using any adjacent canal bank or street or any part of DISTRICT property. Upon completion of the work, the COUNTY shall leave the entire work zone in a clean, neat, and orderly condition. The COUNTY shall insure that no materials or liquids, other than clean and uncontaminated water, are allowed to enter the DISTRICT's canal.
7. Prior to the completion of the crossing facility by COUNTY, DISTRICT shall inspect the construction to satisfy itself that the work was performed in accordance with the plans and is complete.
8. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any of DISTRICT's rights in its property. Both COUNTY and DISTRICT shall use the "Area of Common Use" in such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which DISTRICT or COUNTY may

now have, or may hereafter acquire, resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or DISTRICT in such a manner as to cause an unreasonable interference with the use of the "Areas of Common Use" by the other.

9. DISTRICT hereby grants to COUNTY 1 temporary construction easement, to be used by COUNTY only for the construction period as established in this Agreement. These temporary easements shall terminate and cease to exist on the date COUNTY files for record, in the office of the County Recorder of Stanislaus County, a notice of completion for the widening project, designated as Project No. 9208. The size and location of these temporary easements are shown on Exhibit "B" attached hereto.
10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
11. COUNTY shall defend, indemnify and hold DISTRICT, (including its directors, officers, agents and employees) harmless from and against any and all claims arising from any act or omission, or negligence of COUNTY or of COUNTY's supervisors, officers, contractors, agents, or employees, in connection with the construction, maintenance, and use consented to in Paragraph 1 of this Agreement and the use of such COUNTY property and facilities by the COUNTY or the public; except to the extent that any such loss was caused by the negligence of the DISTRICT.

12. This Agreement shall operate to give COUNTY the rights herein provided for only insofar as DISTRICT may do so under and by virtue of the rights that DISTRICT has in DISTRICT's property.
13. COUNTY will be responsible for the ongoing structural maintenance of the entire road crossing from outside face of headwall to outside face of headwall to insure DISTRICT can pass the required design flow. New structures and gates constructed by COUNTY outside of COUNTY road property will be maintained by COUNTY throughout the first irrigation season following construction.
14. Time is of the essence of each provision of this Agreement.
15. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**TURLOCK IRRIGATION DISTRICT**

**COUNTY OF STANISLAUS**

By: Charles Fernandez  
President

By: Matt Machado  
Matt Machado  
Director

APPROVED AS TO FORM:  
John P. Doering,  
County Counsel

By: Str. Ford  
Secretary

By: Thomas E. Boze  
Thomas E. Boze, Deputy County Counsel

**EXHIBIT "A"**

Santa Fe Avenue Bridge  
Consent to Common Use

Legal Description

Beginning at the Northeast Corner of Section 8, Township 4 South, Range 10 East, Mount Diablo Base and Meridian, thence

S 0°29'30" E, 33', said point being on the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, thence

Along the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, S 89° 54' 37" W, 221.56', said point being at the intersection of the east right-of-way line for Santa Fe Avenue and the north right-of-way line the Turlock Irrigation District Ceres Main Canal and the true point of beginning, thence

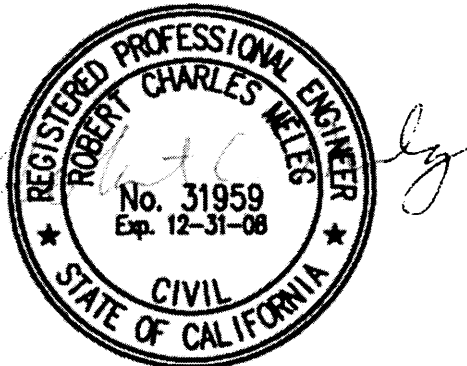
S 45° 18' 04" E, 127.75', said point being at the intersection of the east right-of-way line for Santa Fe Avenue and the south right-of-way line for the Turlock Irrigation District Ceres Main Canal, thence

Along the south right-of-way line of the Turlock Irrigation District Ceres Main Canal, N 89°54'37" E, 42.58', thence

N 45° 18'04" W, 127.75', said point being on the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, thence

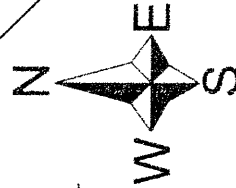
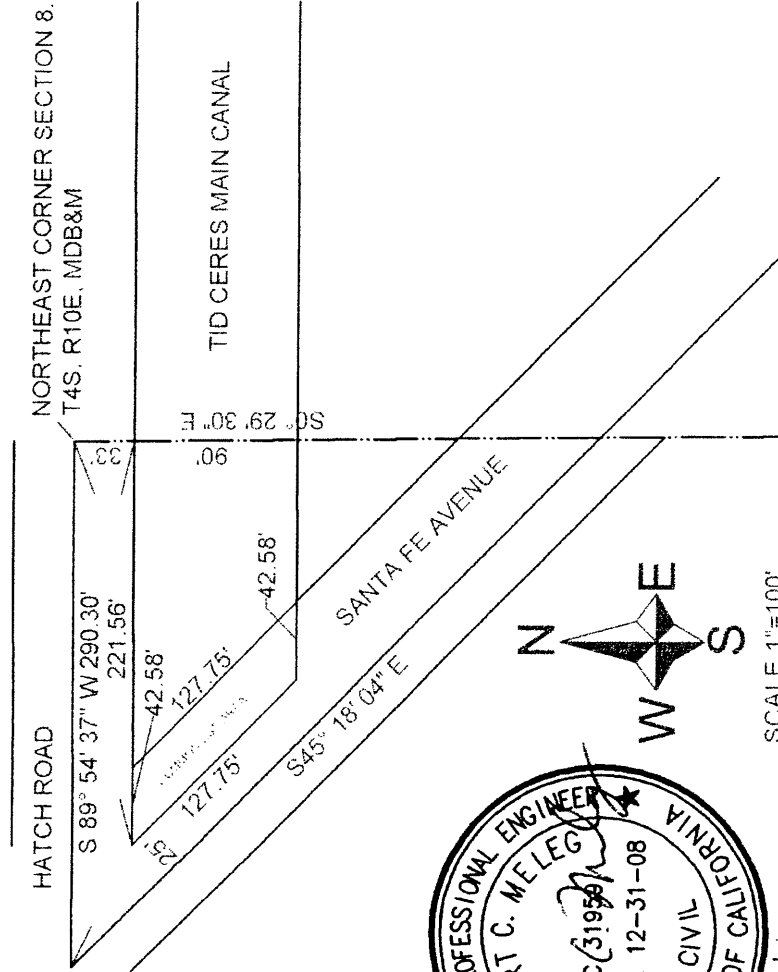
Along the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, S 89°54' 37" W, 42.58', to the true point of beginning.

Containing 3,832.54 square feet.



6/24/08

# SANTA FE AVENUE BRIDGE CONSENT TO COMMON USE



SCALE 1"=100'



*Handwritten signature*

6/23/08

**EXHIBIT "B"**

Santa Fe Avenue Bridge  
Temporary Use Area

Legal Description

Beginning at the Northeast Corner of Section 8, Township 4 South, Range 10 East, Mount Diablo Base and Meridian, thence

S 0°29'30" E, 33', said point being on the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, thence

Along the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, S 89° 54' 37" W, 178.99', the true point of beginning, thence

S 45° 18' 04" E, 127.75', said point being on the south right-of-way line for the Turlock Irrigation District Ceres Main Canal, thence

Along the south right-of-way line of the Turlock Irrigation District Ceres Main Canal, N 89°54'37" E, 12.08', thence

N 0° 29' 30" E, 90.00', said point being on the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, thence

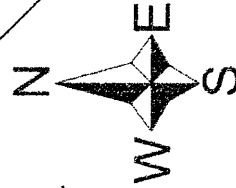
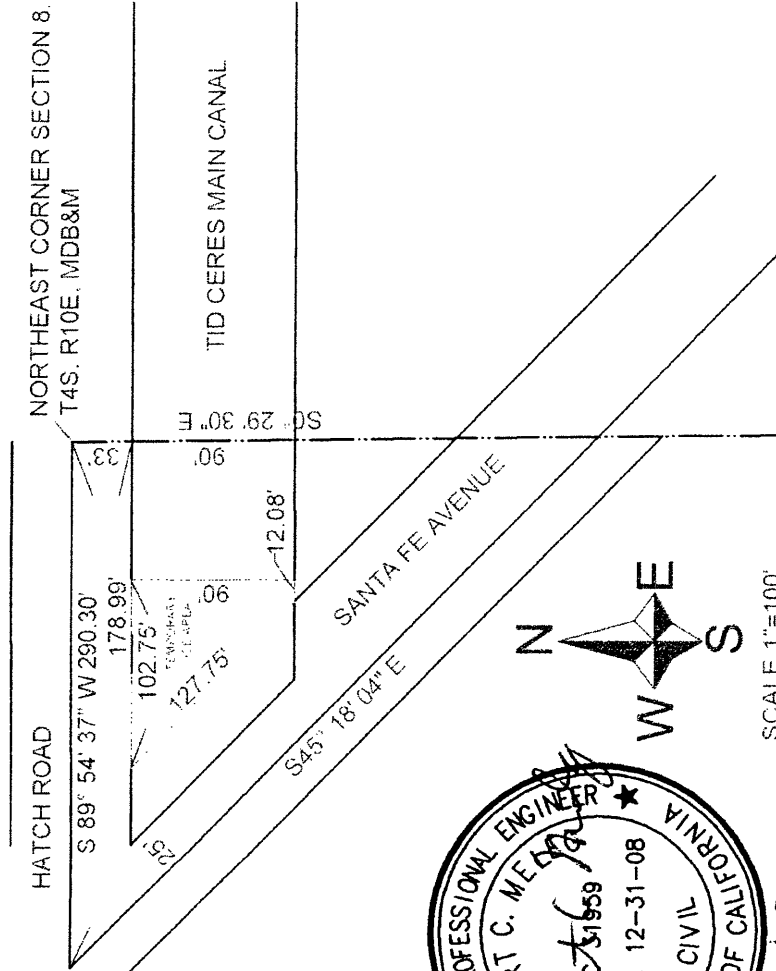
Along the north right-of-way line for the Turlock Irrigation District Ceres Main Canal, S 89°54' 37" W, 102.75', to the true point of beginning.

Containing 5,167.46 square feet.

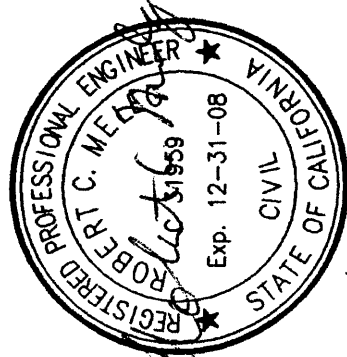


6/24/08

# SANTA FE AVENUE BRIDGE TEMPORARY USE AREA



SCALE 1"=100'



*Handwritten signature*

6/24/08

RESOLUTION NO. 2008-24

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
CONSENTING TO COMMON USE BETWEEN THE  
TURLOCK IRRIGATION DISTRICT AND STANISLAUS COUNTY

WHEREAS, the Turlock Irrigation District (District) is in possession of certain real properties in Stanislaus County consisting of a strip of land 90 feet in width, with certain canal improvements thereon, which real property is commonly known and referred to as the District's Ceres Main Canal; and

WHEREAS, the County desires, at County's expense, to widen this area of Santa Fe and Hatch Road, and to make such improvements to the District's Ceres Main Canal as are necessary to maintain the canal crossing in light of construction of County's road improvements; and

WHEREAS, under the terms of the Agreement the County will be responsible for the entire cost of widening the crossing facility.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District that the Agreement Consenting to Common Use between the Turlock Irrigation District and the County of Stanislaus is approved and that the President and Secretary be authorized and directed to sign the agreement.

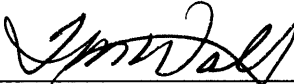
Moved by Director Short, seconded by Director Santos, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Short, Berryhill, Santos, Fernandes  
Noes: Directors None  
Absent: Director Fiorini

The President declared the resolution adopted.

I, Tami Wallenburg, Deputy Secretary of the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 15<sup>h</sup> day of July, 2008.

  
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Deputy Secretary of the Board of  
Directors of the Turlock Irrigation District