

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

DEPT: Public Works *Mal*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE October 19, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Memorandum of Agreement (MOA) with the City and County of San Francisco and Stanislaus County for the San Joaquin Pipeline System Project

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Agreement (MOA) between the City and County of San Francisco (CCSF) and Stanislaus County for the San Joaquin Pipeline System Project.
2. Authorize the Chairman of the Board to execute the Memorandum of Agreement between the City and County of San Francisco and Stanislaus County for the San Joaquin Pipeline System Project.

(Continued on Page 2)

FISCAL IMPACT:

The Memorandum of Agreement (MOA) commits Stanislaus County to provide quality assurance construction inspections on work being performed for the project, within Stanislaus County right of way. CCSF will reimburse Stanislaus County the actual costs associated with the quality assurance inspections as outlined in Attachment B of the MOA. Stanislaus County has provided, and CCSF has approved, the estimated costs for County Inspection Services. The total estimated amount for these costs is \$72,576.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-653

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:

Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of a Memorandum of Agreement (MOA) with the City and County of San Francisco and Stanislaus County for the San Joaquin Pipeline System Project

STAFF RECOMMENDATIONS (continued):

3. Adopt the findings of fact and law under CEQA, and the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq.), in conjunction with the approval of the Memorandum of Agreement (MOA) between Stanislaus County and the City and County of San Francisco (CCSF), acting through its Public Utilities Commission (SFPUC).
4. Authorize the Chairman of the Board to grant at no cost to CCSF a permanent easement on River road, in Stanislaus County, between San Francisco Public Utility Commission parcels 716-1 and 716-2.
5. Authorize the Public Works Director to accept all improvements with respect to work being performed by CCSF within the County right of way.

FISCAL IMPACT (continued):

CCSF will deposit with the County the full amount of \$72,576 prior to the commencement of construction of CCSF's MOA Work. These funds will be drawn down on a monthly basis solely for the purpose of reimbursing Stanislaus County for its actual costs of providing County Inspection Services. There will be no impact to the Public Works Roads Fund or the Stanislaus County General Fund.

DISCUSSION:

The City and County of San Francisco, acting through its Public Utilities Commission (SFPUC), is proposing the Rehabilitation of the Existing San Joaquin Pipelines (project, or proposed project). This project consists of condition assessment, repair, rehabilitation, and maintenance of the existing San Joaquin Pipeline System. The San Joaquin Pipeline System is a part of the SFPUC's regional water system, providing water to the Bay Area from the Hetch Hetchy Reservoir in Yosemite National Park. It includes three large diameter pipelines that carry water nearly 48 miles across the San Joaquin Valley, and connect existing SFPUC facilities: the Oakdale Portal in western Tuolumne County, and the Coast Range Tunnel in western San Joaquin County. The San Joaquin Pipeline System traverses portions of Tuolumne, Stanislaus, and San Joaquin counties, including the cities of Riverbank and Modesto.

The project includes the following components: condition assessment of the existing pipelines; as-needed repair or replacement of segments of the existing pipelines; installation of cathodic protection; and system maintenance. Construction activities and duration will vary along the pipeline alignment depending on the project component being implemented. Construction activities associated with the proposed project will occur within existing SFPUC facility

Approval of a Memorandum of Agreement (MOA) with the City and County of San Francisco and Stanislaus County for the San Joaquin Pipeline System Project

boundaries and will not require the acquisition of new property. Project construction activities will be ongoing and intermittent, beginning in 2010 and extending over approximately 20 years.

In July 2009, the San Francisco Public Utilities Commission approved the Project, and, in so doing, adopted findings under the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., including a statement of overriding considerations for the Project's significant and unavoidable impacts, rejected project alternatives, and adopted a mitigation monitoring and reporting program. The City and County of San Francisco's (CCSF) water system includes San Joaquin Pipeline 1, 2, and 3, which are located in CCSF's right of way that is situated in part within the limits of Stanislaus County. CCSF has developed a Water System Improvement Program ("WSIP") with the goals of increasing the system's ability to withstand major seismic events and prolonged droughts and to reliably meet future water demands. As part of WSIP, CCSF proposed the San Joaquin Pipeline System Project (the "Project"), which includes, among other improvements, installation of a new pipeline, the repair and replacement of portions of the existing San Joaquin Pipelines in CCSF's right of way, for the purpose of improving the seismic reliability, water delivery, and drought-management goals outlined in the WSIP.

The MOA between the CCSF and Stanislaus County commits CCSF to reimbursing Stanislaus County for its actual costs for providing quality assurance inspection services with respect to CCSF's MOA Work within Stanislaus County right of way. Stanislaus County has provided, and CCSF has approved, Stanislaus County's estimated costs for County inspection services for each street crossing in the attached Exhibit B. The MOA commits Stanislaus County Public Works staff to perform inspection services to ensure the County that work performed within the County right of way is completed to County standards.

County staff recommends the Board grant a permanent easement at the River Road crossing location between SFPUC parcels 716-1 and 716-2. Public Works staff has reviewed the plat and legal description prepared by CCSF for the proposed easement and has determined them to be accurate and sufficient for acceptance and recordation. By the County granting this easement, consistency will be maintained where CCSF already has identical easements crossing County right of way. Granting this permanent easement will also show a partnering effort on behalf of the County to allow CCSF to operate, maintain, and upgrade their pipeline facilities which are critical to the safe delivery of drinking water to the greater Bay Area. The easement documents are attached in the MOA at Exhibit D-2.

POLICY ISSUES:

This action supports the Board's priorities of striving for Effective Partnerships, the Efficient Delivery of Public Services and a Well Planned Infrastructure System by supporting efforts to improve the San Joaquin Pipeline System in areas within Stanislaus County.

Approval of a Memorandum of Agreement (MOA) with the City and County of San Francisco and Stanislaus County for the San Joaquin Pipeline System Project

STAFFING IMPACT:

Existing Public Works staff will be responsible for the quality assurance inspections and to identify and address the requirements and concerns relating to the construction of the portions of the San Joaquin Pipeline System Project located within Stanislaus County right of way.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: 209-525-4130.

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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: October 19, 2010

No. 2010-653

On motion of Supervisor Chiesa and approved by the following vote,
Seconded by Supervisor O'Brien

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # *C-1

The County of Stanislaus ("County"), acting as a responsible agency under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), hereby adopts the following findings of fact and law under CEQA, and the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., hereinafter "CEQA Guidelines"), in conjunction with its approval of the Memorandum of Agreement ("MOA") between County and the City and County of San Francisco ("CCSF"), acting through its Public Utilities Commission ("SFPUC")

A. CCSF, acting as lead agency under CEQA, certified a Final Environmental Impact Report (the "FEIR") for the San Joaquin Pipeline System Project ("Project") on July 9, 2009. The State Clearinghouse Number for the FEIR is 2007032138.


B. The FEIR tiers from the Water System Improvement Program ("WSIP") Environmental Impact Report (the "PEIR") and incorporates by reference the relevant analysis of the PEIR with respect to the WSIP's impacts and mitigation measures as applicable to this Project. The PEIR was certified by the CCSF on October 30, 2008 and the SFPUC approved the WSIP on the same day. The State Clearinghouse Number for the PEIR is 2005092026.

C. The FEIR has been made available for review by County and the public. County, as a responsible agency under CEQA, has considered the FEIR for the Project, including the environmental effects of the Project set forth therein. The FEIR and the PEIR are available for public review at the San Francisco Planning Department offices at 1650 Mission Street, which is the custodian of records. Copies of the FEIR are also available for review at public libraries in San Francisco, San Joaquin, Stanislaus, and Tuolumne Counties.

D. The Project described in the FEIR, will result in significant environmental effects that could not be mitigated to a less than significant level with implementation of mitigation measures. Because the Project is part of WSIP, it would also contribute to significant and unavoidable effects on the environment identified for the WSIP.

E. On July 14, 2009, the SFPUC approved the Project by SFPUC Resolution No. 09-0119 and, in so doing, adopted findings under CEQA, including a statement of overriding consideration for the Project's significant and unavoidable impacts, rejected project alternatives, and adopted a mitigation monitoring and reporting program.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California



1010-56 by Elizabeth A. King, Assistant Clerk

File No.

F. County hereby incorporates by reference as though fully set forth herein SFPUC Resolution No. 09-0119, including the CEQA findings and mitigation monitoring and reporting program. Without limitation, County specifically adopts and incorporates by reference as though fully set forth herein all findings made pursuant to CEQA set forth in SFPUC Resolution No. 09-0119 and its attachments, including findings under CEQA Guidelines Sections 15091 and 15093. SFPUC Resolution No. 09-0119, including the CEQA findings, statement of overriding considerations, and mitigation monitoring and reporting program, is a part of the record of this approval and may be found in the County's Planning and Public Works Departmental files.

G. County finds this approval within the scope of the Project and activities evaluated in the FEIR.

H. County further finds that since the FEIR was finalized, there have been no substantial Project changes and no substantial changes in Project circumstances that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR.

I. County has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the Project would have on the environment.

J. The SFPUC has already adopted the mitigation measures recommended in the FEIR, has authority to implement the mitigation measures or to seek any required approvals for the mitigation measures, and County has no direct authority to implement the mitigation measures.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Stanislaus authorizes the Chairman of the Board of Supervisors to adopt the findings of fact and law under CEQA, and the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., (hereinafter "**CEQA Guidelines**"), in conjunction with its approval of the Memorandum of Agreement ("**MOA**") between County and the City and County of San Francisco ("**CCSF**"), acting through its Public Utilities Commission ("**SFPUC**");

MEMORANDUM OF AGREEMENT
between the
CITY AND COUNTY OF SAN FRANCISCO
acting through its
PUBLIC UTILITIES COMMISSION,
and the
COUNTY OF STANISLAUS

(San Joaquin Pipeline System Project)

This Memorandum of Agreement (“MOA”), dated for reference purposes only September 21, 2010, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“CCSF”) and the COUNTY OF STANISLAUS, a political subdivision of the State of California (“County”).

RECITALS

A. CCSF, acting by and through its Public Utilities Commission (“SFPUC”) owns and operates a regional water system that serves San Francisco and twenty-six (26) wholesale water customers, in the Bay Area.

B. CCSF's water system includes San Joaquin Pipeline 1, 2, and 3, which are located in CCSF's right of way that is situated in part within the limits of County as shown approximately on attached Exhibit A.

C. CCSF has developed a Water System Improvement Program (“WSIP”) with the goals of increasing the system’s ability to withstand major seismic events and prolonged droughts and to reliably meet future water demands. As part of WSIP, CCSF proposed the San Joaquin Pipeline System Project (the “Project”), which includes, among other improvements, installation of a new pipeline, the repair and replacement of portions of the existing San Joaquin Pipelines in CCSF's right of way, for the purpose of improving the seismic reliability, water delivery, and drought-management goals outlined in WSIP.

D. County and CCSF have been working cooperatively to identify and address their respective requirements and concerns relating to the construction of the portion of the Project located within County’s boundaries.

E. On December 10, 2008, CCSF published a Draft Environmental Impact Report (“DEIR”) for the Project. After the close of a forty-five (45)-day public review period on January 26, 2009, CCSF prepared responses to comments on environmental issues received at the public hearings and in writing during the public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Draft Comments and Responses document (“C&R”), published on May 21, 2009. A Final Environmental Impact Report (“FEIR”) was prepared by CCSF's Planning Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, the Comments and Responses document, and several Errata Sheets, which made minor clerical corrections. Project files on the FEIR are available for public review at the CCSF Planning Department offices at 1650 Mission Street, San Francisco, California. Copies of the DEIR and associated reference materials as well as the C&R are also available for review at public libraries in San Francisco, Stanislaus, San Joaquin, and Tuolumne counties.

F. On July 9, 2009, the San Francisco Planning Commission, acting as lead agency on behalf of the CCSF, certified the FEIR. On July 14, 2009, the SFPUC approved the Project, and, in so doing, adopted findings under the California Environmental Quality Act

("CEQA"), Public Resources Code section 21000 *et seq.*, including a statement of overriding considerations for the Project's significant and unavoidable impacts, rejected project alternatives, and adopted a mitigation monitoring and reporting program.

G. On October 19, 2010 County adopted findings under CEQA as a responsible agency, incorporating by reference the CEQA findings of the CCSF, and adopted a mitigation monitoring and reporting program, as applicable to its approval action.

NOW, THEREFORE, in consideration of their mutual covenants in this MOA, the parties agree as follows.

1. TERM

This MOA shall become effective on the date ("**Effective Date**") it has been fully executed and delivered by both parties, provided it has been authorized in a manner required by law by CCSF and County. The term of this MOA shall continue in effect thereafter until the earlier of (a) one (1) year after County's acceptance pursuant to Section 3.2(e) of all CCSF's MOA Work (defined in Section 3.2(a)), (b) the ninth (9th) anniversary of the Effective Date, or (c) the date this MOA is earlier terminated as provided herein.

If either party breaches a material term of this MOA without the other party's fault and does not cure the breach within thirty (30) calendar days' notice by the non-breaching party, the non-breaching party may terminate this MOA without any penalty or liability of either party to the other; provided, however, if more than thirty (30) days are reasonably required for such cure, the non-breaching party shall not have the right to terminate this MOA on account of such breach if the other party promptly commences the cure within such thirty (30)-day period and diligently prosecutes such cure to completion.

2. MEASURES FOR IMPROVEMENT OF PROJECT COORDINATION AND PUBLIC OUTREACH AND COMMUNICATIONS

The parties will endeavor to provide advance notice to each other concerning all press releases and other information created for public consumption concerning the Project within the geographical boundaries of County and to otherwise comply with the provisions of CCSF's Communications and Public Outreach Plan as stated in the attached Exhibit E. The parties designate the following individuals as contact persons (unless specified elsewhere in this MOA) for press releases and other information created for public consumption:

CCSF: Maureen Barry, (415) 554-3297, cell: (415) 350-4929

County: Michael S.Luevano, PublicWorks, (209) 968-3119

3. CCSF CONSTRUCTION

3.1. Required Permits and Approvals

(a) CCSF anticipates the start of construction during the third calendar quarter of 2010 at the locations within County's borders identified on the attached Exhibit B. CCSF or its contractor ("**Contractor**"), will submit applications as required for the licenses, approvals, or permits (collectively, the "**Permit Application(s)**"), including an Master Encroachment Agreement to be issued in the form attached as Exhibit D-1 to govern CCSF's MOA Work (defined in Section 3.2(a) below) with respect to such locations, traffic-control permits, hauling permits, groundwater discharge permits, tree-removal permits, and such permits as may be necessary in connection with the temporary interruption, inspection, and work related to sewer lines, water lines; storm water facilities, and drain lines; and (collectively, the "**Permit Applications**"), as further detailed below:

PERMIT/APPROVAL	RESPONSIBLE ENTITY	COUNTY DEPARTMENT RESPONSIBLE	CONTACT INFORMATION
Traffic control	Contractor	Public Works - Traffic Division	Andrew Malizia 209-525-4126
Hauling	Contractor	Public Works - Traffic Division	Andrew Malizia 209-525-4126
Master Encroachment Agreement	CCSF	Public Works	Michael Luevano 209-968-3119
Temporary Groundwater Discharge to Storm Sewer	Contractor	Public Works	Michael Luevano 209-968-3119
Sanitary Sewer Inspection Permit (if required because of damage to County's sanitary sewer resulting from Project construction work)	N/A	N/A	N/A
Tree Removal Permit	N/A	N/A	N/A

(b) County shall expeditiously process the Permit Applications, and will inform CCSF within ten (10) business days of County's receipt of each Permit Application if additional information is required to complete County's review and approval of such application. Within ten (10) business days after receipt of each complete Permit Application, County will review it and provide CCSF with written approval, or comments explaining the reasons for withholding approval.

(c) Any fees charged CCSF or its Contractor by County for or in connection with any County permit or approval issued with respect to the Project shall not be discriminatory and shall be reasonable and in accordance with fees that the County ordinarily collects from the public with respect to similar permits or approvals.

(d) CCSF shall reimburse County for its actual costs of providing inspection services with respect to CCSF's MOA Work (defined in Section 3.2(a)) ("County Inspection Services"). County has provided, and CCSF has approved, County's estimated costs for County Inspection Services for each County street crossing identified in the attached Exhibit B. The total estimated amount of such County costs is \$72,576.00. CCSF shall authorize the County Inspection Services and deposit with County the amount of \$72,576.00 no less than ten (10) business days prior to the commencement of construction of CCSF's MOA Work. County shall draw down on the funds deposited by CCSF on a monthly basis solely for the purpose of reimbursing County for its actual costs of providing County Inspection Services.

County shall notify CCSF when eighty percent (80%) of the deposited funds have been expended. If it appears the remaining balance of the deposit is insufficient to cover the costs to provide the remaining County Inspection Services, County shall provide CCSF a cost estimate for the remaining County Inspection Services based on the then current County Fee Schedule. If CCSF approves such estimate, which approval shall not be unreasonably withheld, CCSF shall authorize any additional County Inspection Services and deposit with County additional funds, if any, required to cover the estimated cost of the remaining County Inspection Services.

Upon completion of the County Inspection Services for CCSF's MOA Work, County shall provide CCSF a final cost summary, which shall include an accounting of the actual costs of County Inspection Services performed by County in connection with CCSF's MOA Work. If the final actual cost is less than the amount deposited by CCSF with County then County shall remit the difference to CCSF within thirty (30) days of the date of sending the cost summary to CCSF. If the final actual cost exceeds the amount deposited by CCSF with County, then CCSF shall remit the difference to County within thirty (30) days of receipt of the cost summary. Should there be a dispute regarding the final cost summary, the parties shall meet and attempt in good faith to resolve the dispute.

3.2.Improvements

(a) CCSF Obligations. In consideration of County's assumption of obligations pursuant to this MOA, CCSF is assuming obligations to improve CCSF and/or County property, following construction of the Project improvements, to a standard that may exceed CCSF's legal obligations as determined by the parties' respective rights and interests in the land or prior legal agreements between the parties. Provided that this MOA remains in effect, CCSF shall undertake repair or replacement work of or on County's roads or streets as specified in the contract specifications and drawings prepared by or on behalf of County and identified in the attached **Exhibit B** (to the extent such repair or replacement work of County's roads or streets is depicted or described in such contract specifications and drawings, the "**Specifications**"). CCSF shall bear the cost of repairing or replacing the improvements to County's roads or streets described in the Specifications ("**CCSF's MOA Work**"). In connection with the performance of CCSF's MOA Work and the Project construction work, the construction contract between CCSF and its Contractor (the "**Construction Contract**") shall require Contractor to (i) name County and its directors, officers, agents, and employees as co-indemnitees with respect to Contractor's obligation to indemnify and hold harmless CCSF and its directors, officers, agents and employees from all Claims (as defined in Section 5.1 below) directly or indirectly arising out of, connected with, or resulting from the performance or nonperformance of the Project construction work (including CCSF's MOA Work) and (ii). obtain and maintain insurance coverages in accordance with CCSF's standard specifications ("**Contractor's Insurance**"), modified to require Contractor's general liability insurance policy to name County and its directors, officers, agents and employees as additional insureds under the terms of the policy.

(b) County's Approval of Specifications. CCSF has consulted with County in CCSF's preparation of the Specifications and their incorporation into CCSF's construction contract(s). County acknowledges that it has reviewed and approves the Specifications, the Specifications as so prepared are consistent with its requirements, except as otherwise specifically stated in this MOA, County has no other requirements regarding CCSF's MOA Work, and that, to the best of County's knowledge based on the records in County's possession, the depiction in the Specifications of the placement of existing utilities in on, or under County's streets or lands shown in the Specifications (inclusive of gas, electricity, water, sewer, storm water and other drainage, fiber optic, or other pipes, conduits, or utility structures or appurtenances) is accurate and complete. County represents and warrants that, except as otherwise specifically stated in this MOA, CCSF's Contractor shall not be required to obtain any approvals from County for implementation of CCSF's MOA Work.

(c) **Changes to Specifications.** If County desires changes to the Specifications, County shall request such changes in writing. Such proposed changes shall be subject to CCSF's approval, at its sole discretion. County shall bear the expense of all additional costs, if any, resulting from those changes to the Specifications requested by County and agreed to by CCSF, or to changes required by application of federal, state, or local laws; provided, however, that CCSF shall notify County of any anticipated cost increases, and provide County with a reasonable opportunity to withdraw the request or otherwise amend the Specifications to avoid cost increases.

If CCSF determines that it is necessary to modify the Specifications because of any changed or newly discovered conditions or other circumstances ("**Changed Circumstances**"), it shall notify County of the possible modification, including full information about the nature and scope of the proposed modification, the reasons for it, the expected impact on the construction schedule and cost of the Project and CCSF's MOA Work, and how CCSF proposes that any extra costs be shared; provided that the parties acknowledge that CCSF shall be solely responsible for any costs resulting from any change in Specifications caused by conditions closely related to Project construction (such as underlying soils conditions or changes caused by pipeline construction). CCSF and County will diligently and in good faith cooperate to review and agree on the response to such Changed Circumstances, and any related amendment to the Specifications, in time for CCSF to meet any response deadline in the Construction Contract related to Changed Circumstances; provided, however, if the parties are unable to agree within fifteen (15) business days after County receives CCSF's notice, CCSF may direct a change to the Specifications if it determines, at its sole discretion, that the change is necessary (i) to preserve the safety or functionality of CCSF's MOA Work, (ii) to obtain a necessary third party approval, (iii) to meet a response deadline under the Construction Contract, or (iv) to avoid cost increases or extensions of the Project construction schedule.

(d) **County Inspections of CCSF's MOA Work**

(i) If County so desires, County may inspect the progress and condition of CCSF's MOA Work at any time during construction (each, an "**Elective Inspection**"). At one or more stages of CCSF's MOA Work, however, CCSF may give County written notice ("**Inspection Notice**") that a County inspection is required (a "**Necessary Inspection**"), and CCSF shall allow two (2) business days following delivery of such notice for County to perform the Necessary Inspection. All County inspections must comply with the provisions of subsection (ii).

(ii) County shall bear the expense of all County inspections. County shall coordinate all inspections with CCSF. In conducting any inspections, County shall not take any actions that unreasonably interfere with the Contractor's performance, direct the Contractor's performance in the field, or authorize any additional work.

(iii) If County determines that any of CCSF's MOA Work that has not previously been accepted by County does not comply with the Specifications, County shall provide written notice to CCSF specifying the basis for such rejection. Such notice shall be delivered to CCSF within two (2) business days after an Elective Inspection or in the case of a Necessary Inspection, within two (2) business days after County's receipt of the Inspection Notice. County's failure to timely notify CCSF of its rejection of any matter shall be deemed County's acceptance of such matter.

(e) **Transfer of Ownership and Warranties.** Once CCSF and County accept a distinct phase of CCSF's MOA Work as completed by Contractor (a "**Completed Phase**"), CCSF shall deliver to County, and County shall execute, a certificate of completion and acceptance (a "**COA**") with respect to the Completed Phase in the form attached as Exhibit D-3 (each COA shall be distinct from any other certificates of acceptance issued by CCSF to Contractor in connection with the Project). Each COA will evidence County's

acceptance of the Completed Phase reflected in such COA and shall transfer ownership and responsibility for the operation and maintenance of that Completed Phase to County. Upon County's acceptance of each Completed Phase pursuant to a COA, CCSF shall indemnify and hold County harmless from any and all stop notice claims or other claims made by contractors, supplier or laborers for payment arising from or related to such Completed Phase. In addition, County and CCSF shall act in good faith to take all steps necessary to assign to County the following rights arising under the Construction Contract to the extent relating to each Completed Phase accepted by County (i) any express and implied warranties and guaranties from CCSF's Contractor or suppliers related to the Completed Phase (each a "Warranty" and collectively "Warranties"), (ii) CCSF's contractual rights related to the correction of nonconforming work to the extent applicable to the Completed Phase, and (iii) the right to pursue any Claim (defined in Section 5.1) against the Contractor for latent defects related to such Completed Phase. Each such assignment with respect to a Completed Phase shall be effective upon or promptly after County's execution and delivery of a COA with respect to such Completed Phase and Contractor's executed consent to such assignment (Contractor's delivery of such consent promptly upon CCSF's and County's acceptance of a Completed Phase shall be an obligation required of Contractor pursuant to the Construction Contract), provided that CCSF's obligation to assign the rights described above with respect to such Completed Phase shall be conditioned on County's execution of the agreements required in Section 4. In connection with its assignment of the rights set forth above to County, the Construction Contract shall require Contractor to procure and provide directly to County, promptly upon or coincident with the execution and delivery of a COA with respect to a Completed Phase, a maintenance bond in favor of County that will guarantee all of Contractor's obligations with respect to the Warranties applicable to such Completed Phase. Each such bond shall be in a penal sum not less than 20% of the value of the work performed for each Completed Phase, shall cover defective workmanship and materials, and shall be issued by a surety admitted to do business in the State of California. CCSF shall make reasonable efforts as necessary to assist and cooperate with County in its efforts to enforce Contractor's obligations to perform its Warranty obligations in the event it appears that Contractor is improperly refusing to perform such obligations.

3.3. Cooperation in Implementation. CCSF and County agree to cooperate to achieve the implementation of the Project, including but not limited to undertaking those specific obligations described in attached Exhibit C.

4. REAL PROPERTY

Within thirty (30) of the Effective Date or such later date as may be agreed to in writing hereafter by the parties, County shall grant at no cost to CCSF a permanent easement in substantially the form attached as Exhibit D-2, to permit CCSF to construct and maintain its facilities at the location detailed in Exhibit D, Table 1, and more specifically detailed in the diagram attached to Exhibit D-2 as Exhibit B thereto (Figure 1) and as described in the legal description attached to Exhibit D-2 as Exhibit A thereto.

5. INDEMNIFICATION

5.1. County Indemnification when CCSF Constructs, Installs, or Places Improvements Designed by or on behalf of County

With respect to any of CCSF's MOA Work constructed, installed, or placed by CCSF in accordance with the Specifications, to the fullest extent permitted by law, County shall defend, indemnify, and save harmless CCSF, its Board, commissions, members, officers, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them (collectively, "Indemnitees"), from and against any and all demands, claims, losses, costs, judgments, awards, penalties, fines, damages, injuries (including, without limitation, injury to or death of an employee of County or its contractors, subcontractors, or consultants), expenses, and liability of every kind

(including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation) (each, a "**Claim**"), that arise out of, or relate to, directly or indirectly, in whole or in part, (a) any defect or negligence in the Specifications or, (except to the extent any Claim results from CCSF's Contractor's acts or omissions or willful misconduct) the construction, placement, or installation of CCSF's MOA Work constructed pursuant to the Specifications; or (b) suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by any Indemnitee of any designs, plans, articles, or services included in the Specifications. County's obligations under this Section shall survive the expiration or earlier termination of this MOA.

5.2. Indemnification Procedures

On request, County shall defend any action, claim, or suit asserting a Claim covered by its indemnification obligations pursuant to this MOA. In any action or proceeding brought against any Indemnitee by reason of any Claim indemnified by County hereunder, County shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that CCSF shall have the right, but not the obligation, to participate in the defense of any such Claim. County shall pay all costs that may be incurred by any Indemnitee, including reasonable attorneys' fees, court costs, and all other litigation expenses related to or arising from any Claim. For purposes of this MOA, reasonable attorneys' fees of CCSF when CCSF uses its own attorneys shall be based on the fees regularly charged by public attorneys in comparable circumstances in the San Francisco Bay Area.

5.3. Assumption of Risk; Waiver of Claims

County shall assume all risk of

- (a) damage to any and all real or personal property owned or under the control or custody of County and
- (b) any bodily injury or death to and of County's officers, agents, employees, contractors or subcontractors, or their employees

resulting from CCSF's MOA Work or incident to the performance of CCSF's MOA Work. This assumption of risk and waiver shall not be valid in the instance where a loss is caused by the sole negligence or intentional tort of an Indemnitee.

Notwithstanding the foregoing assumption of risk and waiver, (i) as provided in subsection 3.2(a) [CCSF Obligations] above, with respect to any Claim arising from Contractor's acts or omissions, County as an indemnified party under the Construction Contract and as an additional insured, shall be entitled to the benefits of the Contractor's indemnity pursuant to the Construction Contract and any insurance coverage arising under Contractor's insurance, and (ii) with respect to any Claim arising from or related to any of CCSF's MOA Work, County shall be entitled to the benefit of any express or implied warranties from CCSF's contractors relating to CCSF's MOA Work, as set forth in subsection 3.2(e) [Transfer of Ownership and Warranties].

In connection with the foregoing releases, County acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

County acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. County

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

County acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. County realizes and acknowledges that it has entered into this MOA in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this MOA.

6. MISCELLANEOUS

6.1. Notices.

Except as specifically otherwise provided in Section 2, any notice, consent or approval required or permitted to be given under this MOA shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, to the address(es) set forth below or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior written notice in the manner provided above. The parties' initial addresses are:

CCSF:

To: General Manager
San Francisco Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, CA 94103
Fax: (415) 554-3161

and Chris Nelson, Regional Project Manager
San Francisco Public Utilities Commission
1145 Market Street, 3rd Floor
San Francisco, CA 94103
Fax: (415) 934-3943

and: Tracy Cael, Project Manager
San Francisco Public Utilities Commission
1145 Market Street, 3rd Floor
San Francisco, CA 94103
Fax: (415) 934-3943

COUNTY:

To: County of Stanislaus
Matt Machado, Director
1716 Morgan Road
Modesto, CA 95358
Fax: (209) 525-4188

and: Michael S. Luevano, Asst. Engineer
1716 Morgan Road
Modesto, CA 95358
Fax: (209) 525-4188

6.2. Risk of Non-Appropriation of Funds.

This MOA is subject to the budget and fiscal provisions of CCSF's Charter. CCSF shall have no obligation to make appropriations for this MOA in lieu of appropriations for new or other agreements. County acknowledges that CCSF budget decisions are subject to the discretion of its Mayor and Board of Supervisors. County assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this MOA.

6.3. Certification of Controller.

The terms of this MOA shall be governed by and subject to the budgetary and fiscal provisions of CCSF's Charter. Notwithstanding anything to the contrary contained in this MOA, there shall be no obligation for the payment or expenditure of money by CCSF under this MOA unless the CCSF's Controller first certifies, pursuant to Section 3.105 of CCSF's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of CCSF after the fiscal year in which the term of this MOA commences, sufficient funds for the funding of construction costs and any other payments required under this MOA are not appropriated, then CCSF may terminate this MOA, without penalty, liability or expense of any kind to CCSF, as of the last date on which sufficient funds are appropriated. CCSF shall use its reasonable efforts to give County reasonable advance notice of such termination.

6.4. Severability.

If any provision of this MOA or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOA, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOA shall be valid and be enforceable to the fullest extent permitted by law, provided that the remainder of this MOA can be interpreted to give effect to the intention of the parties.

6.5. Good Faith.

Each party shall use all reasonable efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this MOA and the satisfactory performance of its terms.

6.6. Sole Benefit.

This MOA is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than the other party to this MOA.

6.7. Governing Law.

This MOA is made under and shall be governed by the laws of the State of California.

6.8. Amendment; Waiver.

Neither this MOA nor any term or provision hereof may be changed or amended, except by a written instrument signed by both parties. Any waiver by CCSF or County of any term, covenant, or condition contained in this MOA must be in writing, and a waiver of one breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

6.9. Counterparts.

This MOA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6.10. Recitals and Exhibits.

The Recitals set forth above are true and correct and are incorporated into this MOA. The attached exhibits referred to herein are incorporated into and made a part of this MOA.

6.11. Integration.

This MOA represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOA.

6.12. Tropical Hardwood and Virgin Redwood Ban.

Pursuant to §804(b) of the San Francisco Environment Code, CCSF urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither County nor any of its contractors shall include in the Specifications or in any other work performed by or on behalf of County pursuant to or in connection with this MOA, if any, any items that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

6.13. Nondiscrimination.

In the performance of this MOA, County shall not discriminate against any employee, subcontractor, applicant for employment with County, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement by their duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

COUNTY OF STANISLAUS,
a political subdivision of the State of California

By: 
Ed Harrington
General Manager
Public Utilities Commission

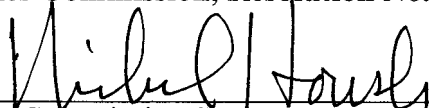
By: 
Jeff Grover
Chairman of the Board


Dated: 2/17, 2011

Dated: OCT 19 2010, 2010

Authorized by San Francisco Public Utilities Commission, Resolution No. 09-0017

APPROVED AS TO CONTENT,

By: 
Commission Secretary

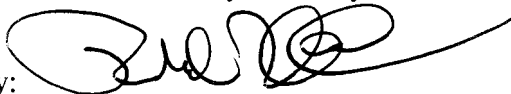
By: 
Matt Machado
Director of Public Works

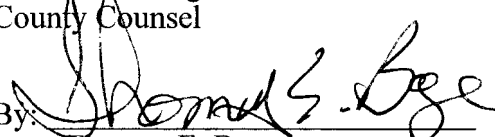
Adopted 1-27-09, 2010

Dated: 10/7, 2010

APPROVED AS TO FORM
Dennis Herrera, City Attorney

APPROVED AS TO FORM
John P. Doering
County Counsel

By: 
Richard Handel
Deputy City Attorney

By: 
Thomas E. Boze
Deputy County Counsel

EXHIBITS:

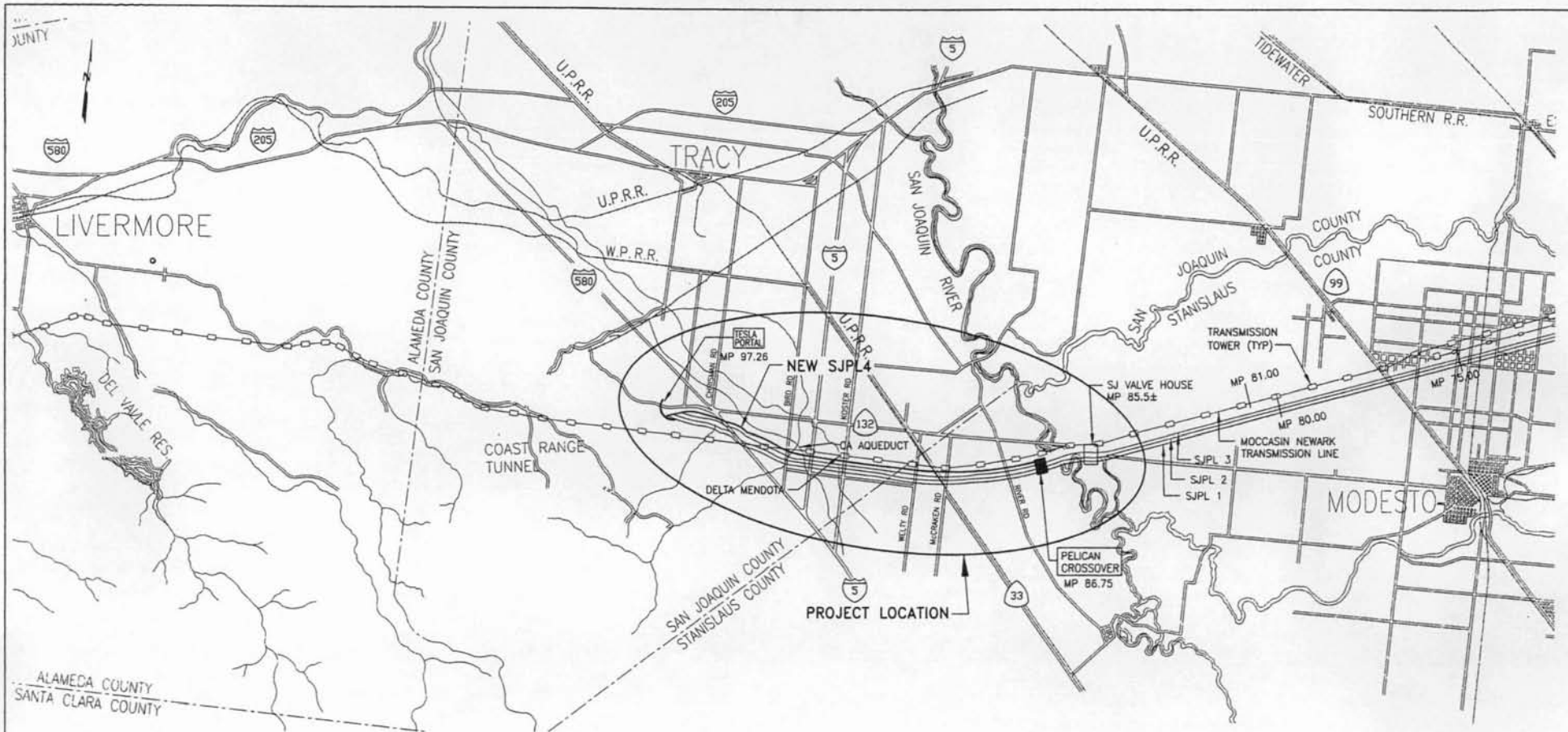
- A – Depiction of Project Location
- B – Improvements to County Property
- C – Cooperation in Implementation
- D – Table of County-owned Parcels or Easements subject to Real Estate License Encroachment Permits,
Forms of Encroachment Permit(s), Real Estate License Encroachment Permit, Certificate of Completion and Acceptance, and CCSF Revocable Land Use Permit

Table D-I

Table Of County-owned Parcels to be subject to Easement to be Granted by County to CCSF County-owned Parcels or Easements subject to Real Estate License Encroachment Permits

- Exhibit D-1 Form(s) of Required County Permits (e.g., Encroachment permit)
- Exhibit D-2 Form of River Road Easement
- Exhibit D-3 Form of Certificate of Completion and Acceptance
- E – Communications and Public Outreach Plan

EXHIBIT A
Depiction of Project Location



GENERAL MAP
NO SCALE

NOTE:

- MILE POSTS (MP) ARE BASED ON SJPL3 ALIGNMENT AND APPROX LOCATION.

- SJPL 1: 56" TO 66", 5/16" TO 7/16" THICK RIVETED STEEL, CMC
- SJPL 2: 61" RCP FROM MP49.84 TO MP57.12
61" WSP FROM MP57.12 TO MP85.46, 7/16" TO 9/16" THICK STEEL, CMC
61" RCP FROM MP85.46 TO MP97.26
- SJPL 3: 78" PCCP FROM MP49.84 TO MP56.20±
78 1/2" WSP FROM MP56.20 TO MP97.26, COAL TAR ENAMEL
- SJPL 4: 78" WSP FROM MP86.78 TO MP97.26, CMC

FOR THE SOLE USE OF THE DOCUMENT RECIPIENT - DO NOT CITE, COPY, OR CIRCULATE WITHOUT THE EXPRESSED PERMISSION OF THE SJFUC.

CONTRACT NO. HH-935B

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
INFRASTRUCTURE DIVISION
ENGINEERING MANAGEMENT BUREAU
SAN JOAQUIN PIPELINE SYSTEM - WESTERN SEGMENT

PROJECT LOCATION MAP

DATE	DESCRIPTION	BY	APP'D

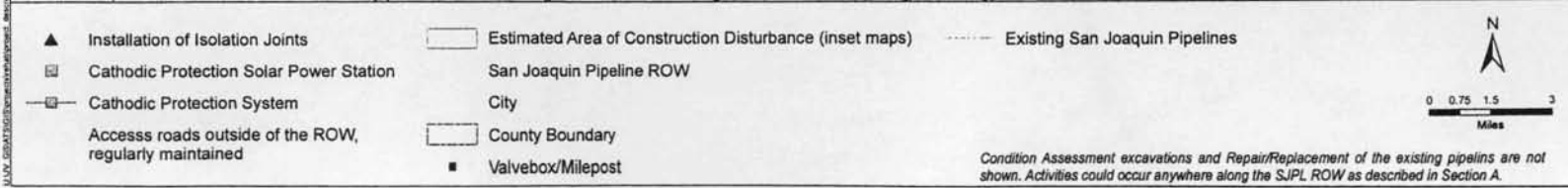
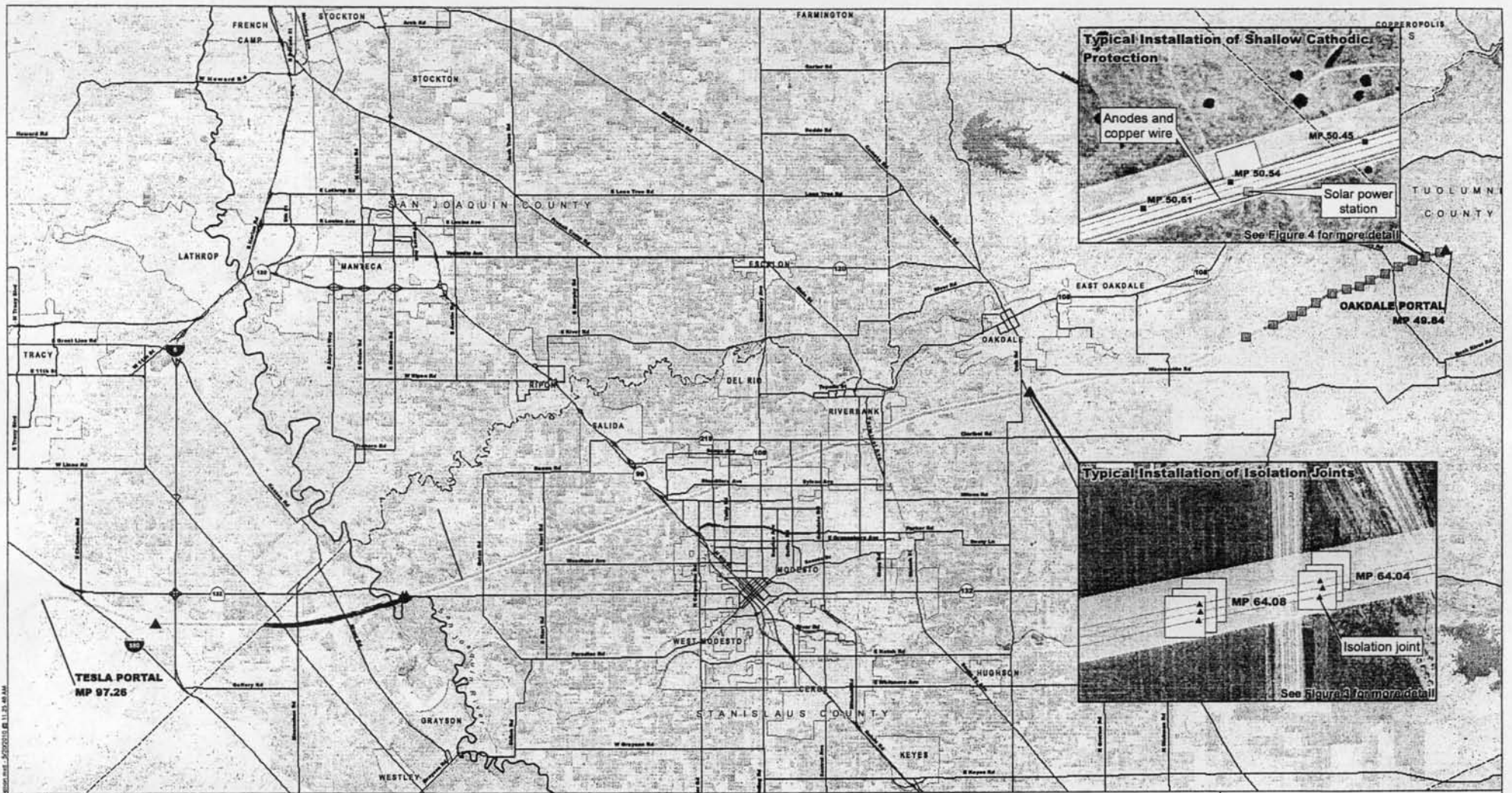
ELEVATION DATUM
NA83
NAVD88



Sheet No. **G-2** of **C-8231**

PLOT EXTEND
SCALE: 1:1
BORDER:
22.34
COLOR No.
RED 0.70mm
YELLOW 0.30mm
GREEN 0.25mm
CINCY 0.40mm
BLU 0.30mm
MAGENTA 0.20mm
WHITE 0.35mm
GRAY 0.15mm
9 0.15mm
15 1.00mm
130 0.70mm
210 0.60mm

EXHIBIT A



SJPL System and Locations of Project Components

Rehabilitation of the Existing San Joaquin Pipelines

Figure 2

EXHIBIT A.1

EXHIBIT B
CCSF's MOA Work

EXHIBIT B MOA WORK AS PROVIDED IN THE PROJECT DRAWINGS AS DETAILED BELOW

Feature	HH-935B Drawing Number/ Specifications Section	Prepared By	Date	Approximate Stationing	MOA Work and Agreements with County of Stanislaus
Orchard Road Overlay	C2-1, C2-2 (HH-935B)	SFPUC	2010		Pave Orchard Road between River Road and Pelican Road with a 2" Class "B" AC overlay after the completion of contract B (SJPL Westerly Segment).
Pelican Road/Orchard Road	C2-1 (HH-935B)	SFPUC	2010	n/a	Relocate irrigation tail water utility lines
River Road	P1-6 (HH-935B)	SFPUC	2010	M 2078+00.00	Restore with a 2" Class "B" AC overlay after the completion of construction.
North Road	P1-7 (HH-935B)	SFPUC	2010	M 2088+00.00	North Road is a dirt road adjacent to the El Solyo Main Canal.
McCracken Road	P1-15 (HH-935B)	SFPUC	2010	M 2161+00.00	Pave with a 2" Class "B" AC overlay after the completion of construction.
Highway 33	P1-19 (HH-935B)	SFPUC	2010	M 2192+00.00	Construction pits to be restored to original condition after completion of construction
Welty Road	P1-21 (HH-935B)	SFPUC	2010	M 2214+00.00	Pave with a 2" Class "B" AC overlay after the completion of construction.
Willms Road	P1-10 (HH-935C)	SFPUC	2010	90+00	Willms road crossing will be performed as part of contract C (SJPL Eastern segment)
Typical Trench Details	P0-1 (HH-935B)	SFPUC	2010		SFPUC typical trench details. Details shown on P0-1 shall supersede details shown on drawing P0-3.
Typical Trench Requirements in Existing Streets and Typical Trench Backfill per Stanislaus County Details	P0-3 (HH-935B)	SFPUC	2010		Stanislaus County trench details
Tunnel Jacked Steel Casing at Highway 33	Specifications 14510 (HH-935B)	SFPUC	2010	M 2192+00.00	Specifications for Tunnel Jacked Steel Casing
Traffic Control	Specifications 01570 (HH-935B)	SFPUC	2010		Traffic control specifications agreed to by Stanislaus County
Pavement Cutting and Street Excavation	Specifications 02200 (HH-935B)	SFPUC	2010		Specifications for pavement, sidewalk, parking strip, and other roadway structures to be performed in accordance with Stanislaus County standard specifications.
Surface Restoration and Improvements	Specifications 02500 (HH-935B)	SFPUC	2010		Specifications for repair for the following items affected by work: pavement, roadway improvements and landscape
Asphalt Pavement	Specifications 02510 (HH-935B)	SFPUC	2010		Specifications for pavement grinding, saw cutting, filling of potholes, tack coat, reinforcing fabric, asphalt concrete, and pavement flood testing.

EXHIBIT C

Cooperation in Implementation

County agrees to cooperate with CCSF in the following areas:

1. Provide access to CCSF onto County property located within 500 feet of any Project location described in Exhibit A to allow CCSF and/or its contractors to perform surveys relating to the presence, habitat, nests and/or dens of special status species.
2. Provide access to CCSF onto County property to allow installation of necessary noise barriers and vibration monitoring of structures adjacent to the construction zone.
3. Work with CCSF's contractor to establish haul routes. County shall review in a timely manner Contractor's proposed hauling plan, provide comments, and provide its written approval of that plan.
4. Work cooperatively with CCSF's Contractor to establish permit conditions, discharge locations, surface water management requirements, and discharge rates for groundwater and construction discharges. County shall review Contractor's proposed discharge plan within a timely fashion, provide comments, and approve as necessary

EXHIBIT D

Table of County-owned Parcels to be subject to Easement to be Granted by County to CCSF,

Forms of:

- Form(s) of Required County Permits (e.g., Encroachment permit)
- River Road Easement to be granted by the County to CCSF, and
- Certificate of Completion and Acceptance.

EXHIBIT D-1

[Form(s) of Required County Permits (e.g., Encroachment permit)]



ENCROACHMENT PERMIT

Stanislaus County Department of Public Works
 Traffic and Engineering Services Division
 1010 10th Street, Suite 3500
 Modesto, CA 95354
 Telephone: (209) 525-6550 Fax: (209) 525-6507

PERMIT NO:	111 - 2010
Application Date	9/7/10
Inspection Fee	\$72,576.00
Deposit	
Receipt Number	
<input checked="" type="checkbox"/> Paid in Full <input type="checkbox"/> To Be Billed <input type="checkbox"/> Fee Waived	

APPLICANT'S NAME: San Francisco PUC - Hetch Hetchy Water System

The undersigned is hereby applying for a permit to work in the Public right-of-way at the following locations, subject to the provisions required by Stanislaus County Code Chapter 13.04.

In consideration of the granting of this permit, it is agreed by the applicant that Stanislaus County and any officer or employee thereof shall be "hold harmless" by the applicant from any liability or responsibility for any accidents, loss or damage to persons or property occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the roadway by the general public, it must be removed or relocated, as designated by the County Road Commissioner or his designee at the expense of the applicant or his successor in interest.

Note: All pipes are to have thirty (30) inches minimum cover measured from the top of pipe to planned subgrade as shown on County Standard Specification plate number 3-H2. Proper barricades and lights are to be maintained by the applicant. Any ROAD CLOSURE will require APPROVAL by the CRC and a separate permit.

The undersigned guarantees that if the backfill or street surfacing fails within 2 years from the time repairs are made, the applicant shall make new repairs at said failure within 10 days of notice and to the satisfaction of the CRC. The undersigned is hereby applying for an encroachment permit.

Location: Road Name + Prefix

Purpose:

Length (ft) Width of Excavation (ft) Surface Type:

	LENGTH (ft)	WIDTH (ft)
Residential Driveway		
Commercial Driveway		
Curb and Gutter		
Sidewalk		
Pavement		
Other	See attached	

GENERAL NOTES AND REQUIREMENTS

- FOR INSPECTIONS, CALL: (209) 968-3119 TWO (2) BUSINESS DAYS PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE TO COUNTY STANDARDS AND CALIFORNIA STORM WATER POLLUTION PREVENTION (SWPPP) BEST MANAGEMENT PRACTICES (BMP).
- APPLICANT SHALL BE RESPONSIBLE FOR MAINTAINING A \$1,000,000 LIABILITY INSURANCE CERTIFICATE POLICY PRIOR TO ANY CONSTRUCTION ACTIVITY.
- ALL CONSTRUCTION TRAFFIC CONTROL SHALL CONFORM TO THE CALTRANS MANUAL (CAMUTCD) AND PER APPROVED DETOUR PLAN DATED 9-7-2010.
- PLANS ATTACHED (YES) dated May 2009 SFPUC.
- Per attached Contract HH-935B Plans and Specs
- Per MOA between CCSF and County of Stanislaus
- Per Stanislaus County CEQA Findings
- Per HH-935C Sheet P1-10 (Willms Road)
- Per attached shoring and safety plan.

NOTE: INSPECTION IS REQUIRED.

REQUEST INSPECTION BY CALLING (209) 968-3119 TWO (2) BUSINESS DAYS PRIOR TO INSPECTION. GIVE PERMIT NUMBER, JOB ADDRESS, TYPE OF INSPECTION, DATE WANTED, NAME AND RETURN PHONE NUMBER. PERMIT EXPIRES 6 MONTHS AFTER DATE OF ISSUANCE.

Signed By: _____

Mailing Address
 City

Contractor License :

Has \$1,000,000 Certificate of Insurance on file

Construction Start Date:
 Construction Final Date:
 Inspection Complete Date:

Print or Type Applicant Name

Zip Telephone No:

Permit Issued By:
 Matt Machado
 County Road Commissioner

By:

RESIDENT ENGINEER'S DAILY REPORT
ASST. RESIDENT ENGINEER'S DAILY REPORT

CEM-4501SC (REV 11/2006) CT# 7541-3506-1

JOB STAMP

- RESIDENT ENGINEER'S DAILY REPORT
 ASST. RESIDENT ENGINEER'S DAILY REPORT

REPORT NUMBER 1-SFPUC Hetch Hetchy San Joaquin Water Pipeline Project	DATE September 21st, 2010	S	M	T	W	T	F	S	(Circle Day)
SHIFT HOUR: START 7:00 AM MAX	TEMPERATURE MIN 50 F	MAX							
WEATHER Clear									

ENCROACHMENT PERMIT FEES

It is a 45 minute trip each way to the 6 different locations in Stanislaus County. All right-of-way improvements are subject to the inspection and approval of the Stanislaus County Public Works Department. Cal OSHA requirements must be strictly enforced and administered for all occupational safety and health standards and regulations. Storm-water erosion and sediment control regulations must be enforced and documented.

The Public Works Inspector is responsible for working with the SFPUC project contractor, managers, engineers and field operations to ensure successful implementation of the large diameter pipeline project. Daily inspections of existing roads for the protection of the traveling public on all roads affected by the sawcutting, removal, excavated and trenching for the 76 in diameter steel water pipeline.

24 hours

Excavation for off-haul materials, steel shoulder beam installation, pipeline and blow-off installation, review of radiographic and ultrasonic weld testing, compaction of backfill and asphalt paving of trench and overlay of Orchard Road.

120 hours

144 hours total

144 hours times \$70.00 hourly charge = \$10,080 x 6 sites = \$60,480.00

20% deposit \$12,096.00

\$72,576.00 Total inspection fee.

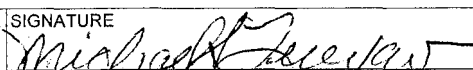
PRINT NAME Michael S. Luevano	SIGNATURE 	TITLE Assistant Engineer
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EXHIBIT A

EXHIBIT "A"			
Public Works Inspection Fees			
Fee Description	Current Fee		Proposed Fee
	Fee Amount	Fiscal Year Adopted	Fee Amount
Excavation Permits			
California Street & Highways 1464; California Code of Regulations, Division 2, Chapter 5.8, Article 2			
Permit	\$ 20.00	2009	\$ 20.00
	Includes \$5 ea FPA&GIS		Includes \$5 ea FPA&GIS
Inspection fee per 500 ft of trench in unpaved areas	\$ 120.00	2009	\$ 140.00
Inspection fee per 250 ft of trench in paved area	\$ 120.00	2009	\$ 140.00
Encroachment Permits-Driveway construction	\$ 120.00	2009	\$ 140.00
Construction Permits - Street Improvements			
California Street & Highways 1484			
Permit	\$ 40.00	2009	\$ 40.00
	Includes \$5 ea FPA&GIS		Includes \$5 ea FPA&GIS
Curb & Gutter - for each 250 lineal feet	\$ 120.00	2009	\$ 140.00
Sidewalks - for each 250 lineal feet	\$ 120.00	2009	\$ 140.00
Matching Pavement for each 250 lineal feet	\$ 120.00	2009	\$ 140.00
Drywell Inspection	\$ 120.00	2009	\$ 140.00
Re-Inspections (hourly rate)	\$ 60.00	2009	\$ 70.00
Construction Inspection (hourly rate)*	\$ 60.00	2009	\$ 70.00
Improvement Plan Checking (hourly rate)*	\$ 80.00	2009	\$ 90.00
	+ \$10 one-time chg		+ \$10 one-time chg
*Actual inspection time to be charged against deposit of 10% of engineer's estimate of total cost of construction/improvement for large projects and subdivisions.			
Road Use Permit			
California Street & Highways 982; California Code of Regulations, Division 2, Chapter 2			
Parade Permit	\$ 50.00	2009	\$ 50.00
Transportation Permit			
Annual	\$ 85.00	2009	\$ 90.00
Daily	\$ 15.00	2009	\$ 16.00
Land Survey			
Subdivision Map Act 66451.2, Chapter 3, Article 1			
Subdivision Map Processing (per map)	\$ 1,390.00	2004	\$ 1,390.00
Plus additional per lot and block	\$ 10.00		\$ 10.00
Parcel Map Processing (per map)	\$ 1,390.00	2004	\$ 1,390.00
Plus additional per parcel	\$ 10.00		\$ 10.00
Survey Map Processing (per request)	\$ 565.00	2004	\$ 565.00
Certificate of Compliance Processing (per request)	\$ 695.00	2004	\$ 695.00
Road Abandonment Processing (per request)	\$ 1,110.00	2004	\$ 1,110.00
Lot Line Adjustment Processing			
A2 Zoning District (per lot line application)	\$ 695.00	2004	\$ 695.00
All Other Zoning Districts (per lot line application)	\$ 210.00	2004	\$ 210.00

TABLE D-I

County-Owned Parcel Subject to Easement to be Granted by County to CCSF

Feature	SFPUC RES Map Number	HH-935B Drawing Number
River Road – Between SFPUC Parcels 716-1 and 716-2	Page 18	P1-6

EXHIBIT D-2

FORM OF RIVER ROAD EASEMENT

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Director of Property Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).</p>	
---	--

(Space above this line reserved for Recorder's use only)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF STANISLAUS, a political subdivision of the State of California ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**CCSF**"), a perpetual, exclusive easement for the installation, construction, operation, inspection, maintenance, repair, and replacement of water pipelines, utilities, and related appurtenances ("**CCSF's Improvements**") in the real property located in Stanislaus County, State of California, described on the attached Exhibit A (the "**Easement Area**") and depicted in the diagram attached as Exhibit B.

Grantor shall retain such rights and privileges to use the surface of the Easement Area as are not inconsistent with this easement subject to the following conditions, covenants, and restrictions:

1. No Structures or Improvements. Grantor shall not do anything in, on, under, or about the Easement Area that could cause damage or interference to CCSF's Improvements. Without limiting the foregoing, Grantor agrees that no structures or improvements of any kind or character shall be constructed or placed, and no excavation shall occur, on the Easement Area without the prior, written consent of CCSF, except as set forth in paragraph 2 below
2. Retained Surface Uses. Grantor reserves the right to construct and maintain the following over and across the surface of the Easement Area: roads and streets and other improvements (collectively, "**Grantor's Improvements**") that will not interfere with, damage, or endanger CCSF's Improvements. Grantor also reserves the right to plant shrubs and other vegetation that will not interfere with, damage, or endanger CCSF's Improvements and that comply with the San Francisco Public Utilities Commission's Right of Way Integrated Vegetation Management Policy (as it may be amended, modified, or replaced from time to time), provided that no trees of any kind will be planted, cultivated, or maintained upon the Easement Area. The ground surface of all fills placed on the Easement Area by Grantor shall not be less than three (3) feet or more than five (5) feet above the top of CCSF's Improvements.
3. Access. CCSF and its agents shall have the right at all times to inspect CCSF's Improvements and the Easement Area. CCSF shall also have the right of ingress and egress from the Easement Area

across adjacent lands of Grantor over any available roadways or such routes as may be agreed upon, to the extent necessary for the convenience of CCSF in the enjoyment of its rights hereunder.

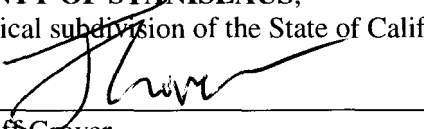
4. Heavy Vehicles and Equipment; Damage to Improvements. Grantor shall take reasonable care to avoid damaging CCSF's Improvements. To prevent any such damage, Grantor shall not use heavy vehicles or equipment during construction, or any vibrating compacting equipment, within thirty feet (30') of each side of the centerline of CCSF's Improvements (measured on the surface) without CCSF's prior, written approval. If at any time CCSF damages Grantor's Improvements because of its exercise of its rights under and pursuant to this Easement, including its rights to install, construct, maintain, and operate CCSF's Improvements, CCSF shall promptly restore Grantor's Improvements to their condition immediately prior to such damage. If Grantor damages CCSF's Improvements, CCSF may take necessary action to restore CCSF's Improvements to their condition immediately prior to such damage, and Grantor shall reimburse CCSF for its actual and reasonable restoration costs.

5. Run with the Land. The rights and obligations set forth herein shall run with the land, and shall bind and inure to the benefit of the heirs and successors of the parties hereto. The provisions, covenants, conditions, and easement provided in this instrument shall be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471, and shall burden and benefit every person having an interest in the Easement Area. Any reference to Grantor herein shall include Grantor's agents and all successor owners of all or any part of the Easement Area.

6. Counterpart Signatures. This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

Executed as of this 19th day of October, 2010.

COUNTY OF STANISLAUS,
a political subdivision of the State of California

By 

Jeff Grover

Its Chairman of the Board of Supervisors

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
Public Utilities Commission

By: _____
PUC General Manager

APPROVED AS TO FORM:

DENNIS J. HERRARA, City Attorney

PUC Resolution _____
Dated: _____, 20__

By: _____
Deputy City Attorney

State of California)
County of _____)

On _____, 2010 before me, _____,
Notary Public, personally appeared _____, [an individual/ the
_____ of the County of Stanislaus, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

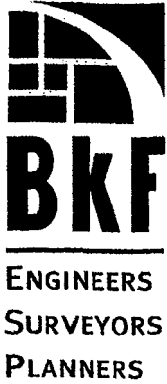
WITNESS my hand and official seal.

Signature _____ (Seal)

This is to certify that the interest in real property conveyed by this deed dated _____
from the first part to the City and County of San Francisco, is hereby accepted pursuant to Board of
Supervisors' Resolution No. _____, approved _____, 2010, and the grantee consents to
recordation thereof by its duly authorized officer.

Dated _____ By _____
Director of Property

**EXHIBIT A TO EASEMENT
EASEMENT AREA LEGAL DESCRIPTION**



April 13, 2009

Exhibit "A"
LEGAL DESCRIPTION

All that real property situate in the County of Stanislaus, State of California, being a portion of River Road (66 feet wide), more particularly described as follows:

BEGINNING at the northwesterly corner of Parcel 1 as said Parcel 1 is described in that certain Deed of Right of Way recorded January 7, 1924, in Book 51 at Page 72, Official Records of said County;

thence along the westerly line of said Parcel 1, South 23°33'35" East (North 23°52' West), 111.93 feet to the southwest corner of said Parcel 1;

thence South 77°05'53" West, 67.16 feet to southeasterly corner of Parcel 2 as said Parcel 2 is described in said Deed of Right of Way;

thence along the easterly line of said Parcel 2, North 23°33'35" West (South 23°52' East), 111.93 feet to the northeasterly corner of said Parcel 2;

thence North 77°05'53" East, 67.16 feet to the **POINT OF BEGINNING**.

Containing 7,387square feet or 0.17 acres, more or less.

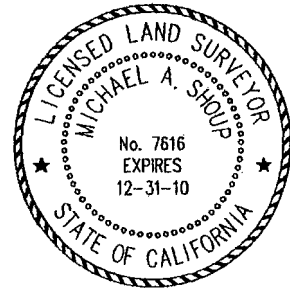
All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007398. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014797.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Michael A. Shoup *of. 13-09*

Michael A. Shoup, PLS 7616
License Expires 12/31/2010



END OF DESCRIPTION

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com

**EXHIBIT B TO EASEMENT
DIAGRAM OF EASEMENT AREA**

EXHIBIT "B"

NOTE:

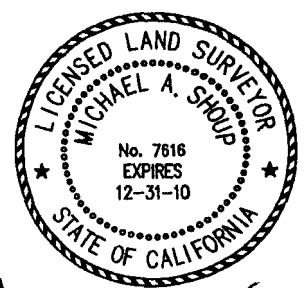
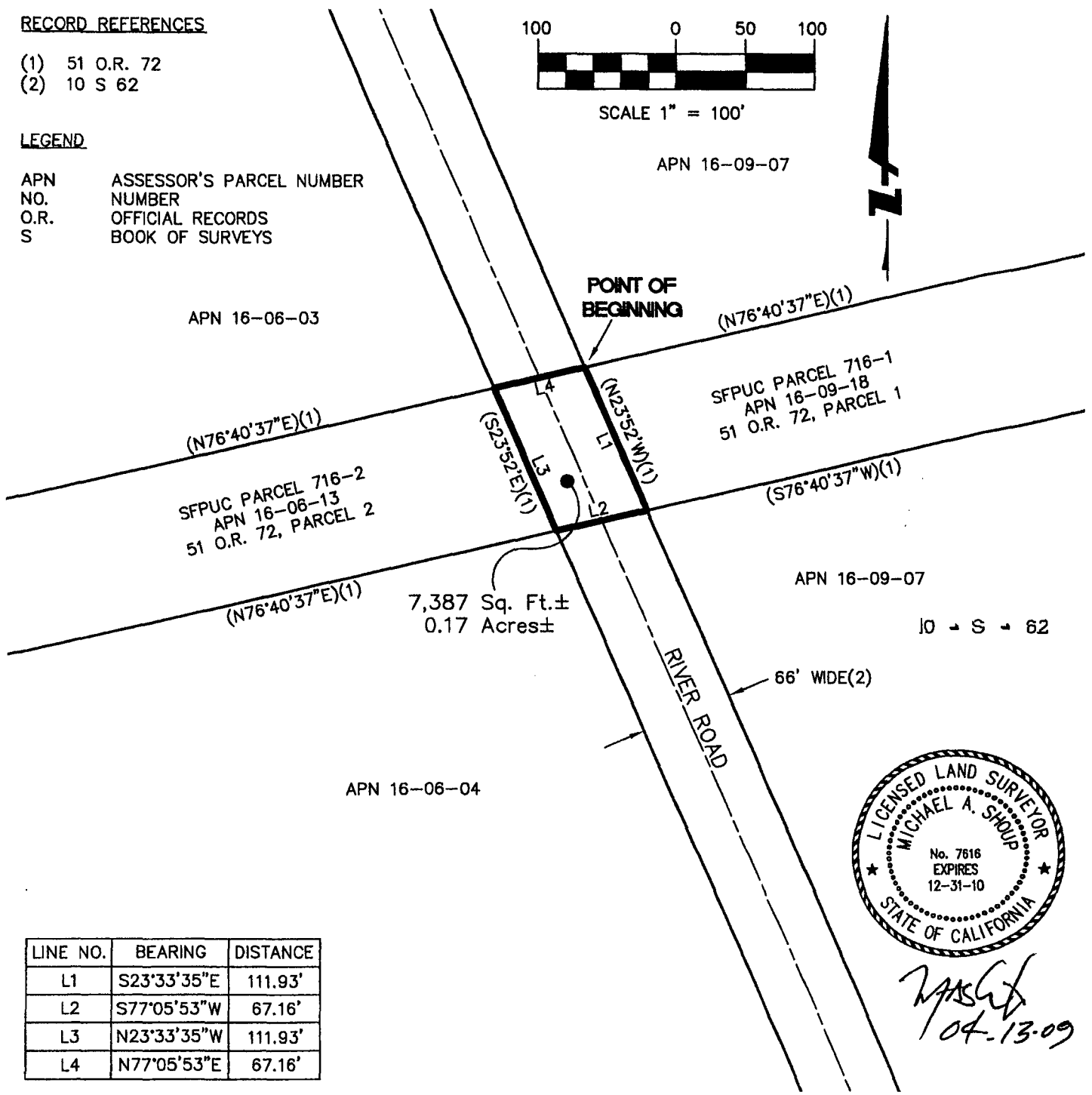
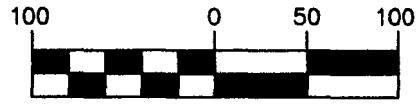
All bearings and distances shown on this Exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 3, Epoch 1991.35. All distances shown hereon are grid distances unless otherwise noted. To convert to ground distance, multiply expressed distances by 1.00007398. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.00014797.

RECORD REFERENCES

- (1) 51 O.R. 72
- (2) 10 S 62

LEGEND

APN ASSESSOR'S PARCEL NUMBER
 NO. NUMBER
 O.R. OFFICIAL RECORDS
 S BOOK OF SURVEYS



LINE NO.	BEARING	DISTANCE
L1	S23°33'35"E	111.93'
L2	S77°05'53"W	67.16'
L3	N23°33'35"W	111.93'
L4	N77°05'53"E	67.16'

COUNTY OF STANISLAUS
 STATE OF CALIFORNIA

J:\Sur06\060212-07\Counties\Stanislaus\Add'n'l Easements\Easement across River Road\Easement across River Road Plat.dwg



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **Exhibit "B"**
EASEMENT ACROSS RIVER ROAD
 Job No. **20060212-06**
 By **AMC** Date **04-13-09** Chkd. **MAS**
 SHEET **1** OF **1**



**ENGINEERS
SURVEYORS
PLANNERS**

Easement across River Road Closure.doc

Parcel name: EA across River Rd

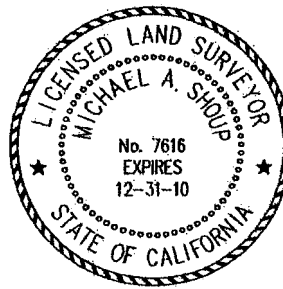
North: 2052480.1090 East : 6346950.9416
Line Course: S 23-33-35 E Length: 111.93
North: 2052377.5091 East : 6346995.6806
Line Course: S 77-05-53 W Length: 67.16
North: 2052362.5134 East : 6346930.2161
Line Course: N 23-33-35 W Length: 111.93
North: 2052465.1133 East : 6346885.4772
Line Course: N 77-05-53 E Length: 67.16
North: 2052480.1090 East : 6346950.9416

Perimeter: 358.18 Area: 7,387 sq.ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 358,180,000.00

WAS
04-13-09



255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com

EXHIBIT D-3

FORM OF CERTIFICATE OF COMPLETION AND ACCEPTANCE

CERTIFICATE OF COMPLETION AND ACCEPTANCE

This Certificate of Completion and Acceptance is made by the County of Stanislaus, a political subdivision of the State of California (“**County**”) and the City and County of San Francisco (“**CCSF**”), a California municipal corporation, with respect to certain improvements constructed by CCSF within the County.

RECITALS

A. County and CCSF entered into that certain Memorandum of Agreement (“**MOA**”), dated for reference purposes only _____, 2010, with respect to the construction of CCSF’s San Joaquin Pipeline project through County’s streets and other facilities.

B. Section 3.1(e) of the MOA requires CCSF to deliver and County to execute a Certificate of Completion and Acceptance upon completion of construction of distinct phases of the CCSF MOA Work (as that term is defined in the MOA).

C. County has inspected the CCSF MOA Work described as _____ [insert brief description – intersection(s) name(s), etc.] and more particularly described on Exhibit A to this Certificate (the “**Improvements**”) and determined that the Improvements have been satisfactorily completed.

NOW THEREFORE, County and CCSF each certify as follows:

1. CCSF certifies that, as of the date of this Certificate of Completion and Acceptance, it has assigned or is in the process of assigning all warranties and guaranties related to the Improvements as required by Section 3.1(e) of the MOA.

2. County hereby accepts ownership and control of the Improvements, including responsibility for the operation and maintenance of the Improvements.

3. This Certificate is not a Notice of Completion as defined in California Civil Code Section 3093.

4. Nothing contained in this Certificate of Completion and Acceptance shall modify or alter in any way the provisions of the MOA.

DATED this _____ day of _____, 2010.

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

By: _____

COUNTY OF STANISLAUS,
a political subdivision of the State of California

By: _____

Matt Machado, Public Works Director

EXHIBIT E

San Joaquin Pipeline System Project Communications and Public Outreach Plan for County

PROJECT COORDINATION AND PUBLIC OUTREACH AND COMMUNICATIONS

1.1. Community Outreach - Prior to Commencement of Construction

CCSF and its communications consultants will conduct targeted community outreach and information dissemination during the period prior to the commencement of Project construction. Outreach during this period shall include efforts such as:

- (a) Direct mail of a Project Information/Fact Sheet (bilingual where appropriate) to adjacent neighbors and stakeholders as deemed necessary by CCSF or requested by County.
- (b) Informational meetings as needed with property owners, neighborhood associations, representatives of merchants associations, and other interested or affected groups or stakeholders.
- (c) Creation of a Project web page, searchable or organized for easy navigation to a particular segment of the construction, with street level updates on construction activities.

1.2. Community Outreach – Immediate Pre-construction Period (After Notice to Proceed to Contractor)

CCSF and its communications consultants will conduct targeted community outreach and information dissemination during the period immediately prior to construction (i.e., after issuance of "Notice to Proceed" to CCSF's contractor (approximately 4 – 6 weeks prior to start of construction). Outreach during this period shall include efforts such as:

- (a) Direct mail and “door hangers” of a Project Information/Fact Sheet (bilingual where appropriate) to adjacent neighbors and stakeholders, to include a construction schedule, safety information, and Project contact information/website.
- (b) Distribution of news releases and informational newspaper advertisements as needed.
- (c) Bilingual information in “take-home packets” distributed to affected schools.
- (d) Direct contact with adjacent property owners, merchants and lessees to answer questions, offer walk-through, and ensure any encroachments are cleared.
- (e) Regular updating of Project web page.

1.3. Community Outreach – During Construction

CCSF and its consultants will conduct targeted community outreach/information dissemination, and respond to resident concerns and issues for the duration of the construction period. Outreach during this period shall include efforts such as:

- (a) Local area communications representative to assist with community outreach. Staffing of a Project public information office (one office on the Peninsula, one in the East Bay) with regular office hours.
- (b) A construction hot-line phone number, to be staffed 24 hours a day, 7 days a week.
- (c) Direct mail and “door hangers” of a Project Information/ Construction Update (bilingual where appropriate) to adjacent neighbors and stakeholders, to include updated construction schedule, advance notice of construction activities, safety information, and Project contact information/website.
- (d) On-site signage (bilingual elements where appropriate) providing Project contact information, website, and other information.
- (e) Advance notice to immediate neighborhood and wider community of street closures, lane closures, and detours.
- (f) Newspaper advertisements, radio, or other publicity, as needed.
- (g) Frequent updating of Project web page.

1.4 Community Outreach – Mutual Advance Notice and Cooperation

The parties will endeavor to provide advance notice to each other concerning all press releases and other information created for public consumption concerning the Project within the sphere of influence of County. The parties designate the following individuals as contact persons (unless specified elsewhere in this MOA) for press releases and other information created for public consumption:

CCSF: Maureen Barry, SFPUC Communications, (415) 554-3297

County: Michael S. Luevano, Public Works, (209) 968-3119