

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

DEPT: Parks and Recreation

BOARD AGENDA: 5.B.2  
AGENDA DATE: December 19, 2017

**SUBJECT:**

Approval to Allow Access to Specific Roads and Parking Spaces at Fox Grove Park for the First Phase of the Construction of a Raw Water Pump Station along the South Bank of the Tuolumne River

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2017-0707**

On motion of Supervisor Withrow , Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Parks and Recreation

BOARD AGENDA:5.B.2  
AGENDA DATE: December 19, 2017

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Allow Access to Specific Roads and Parking Spaces at Fox Grove Park for the First Phase of the Construction of a Raw Water Pump Station along the South Bank of the Tuolumne River

**STAFF RECOMMENDATION:**

1. Approve Fox Grove Park access for Turlock Irrigation District (TID) and the Stanislaus Regional Water Authority (SRWA) during the construction period of the Raw Water Pump Station.
2. Authorize the Director of Parks and Recreation, or designee, to execute the Agreement with TID and SRWA, and to sign any necessary documents.
3. Authorize the Director of Parks and Recreation, or designee, to sign amendments to the Agreement.

**DISCUSSION:**

In 2011, the Stanislaus Regional Water Authority (SRWA), a joint powers authority comprising of the Cities of Ceres and Turlock (Cities), was formed. The Cities currently rely solely on groundwater for their municipal and industrial water supply, but with recent declining groundwater levels in the area, SRWA has determined that the establishment of a safe, reliable, and high-quality surface water supply is important to meet the long-term drinking water demands of the Cities. The Surface Water Supply Project (Project), which includes the raw water pump station as well as a wet well and a new regional water treatment plant, has been in development for more than 10 years by Turlock Irrigation District (TID), with SRWA assuming responsibility for project implementation in 2011. TID and SRWA are requesting to use areas of Fox Grove Park, as shown in detail on the attached map (Attachment 2), during the design, inspection, construction, or associated activities relating to the Project.

SRWA and TID are requesting access Monday through Friday, between 5:00 a.m. and 6:00 p.m.; the time frame for which is stated in the Agreement (Attachment 1). Access to the project site requires TID and SWRA's contractors to travel from the paved Fox Grove Park parking lot to the unpaved road which runs along the bank of the Tuolumne River. They will improve the unpaved road with gravel to create an all-weather surface and either protect in place or remove and replace the existing gate located on the road.

Prior to engaging in construction, TID and SRWA agree to certain protection measures and insurance that will minimize damage to park facilities and minimize interruption to park activities, as well as protection of the overall natural and man-made environment. Any damage to park facilities will be repaired. The details of these measures and the insurance requirements are stated in the Agreement.

**POLICY ISSUE:**

Approval of this action by the Board of Supervisors is required to allow Turlock Irrigation District, and the Stanislaus Regional Water Authority to access the construction site through Fox Grove Park and to park up to 12 vehicles in the parking lot.

**FISCAL IMPACT:**

There is no fiscal impact associated with staff's recommendation as Turlock Irrigation and the Stanislaus Regional Water Authority have committed to protecting, maintaining, repairing or replacing the facilities throughout the design and construction period.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of Effective Partnerships and A Well Planned Infrastructure System by working with other agencies to ensure a coordinated approach towards regional groundwater resources management.

**STAFFING IMPACT:**

Existing staff will support these recommended actions.

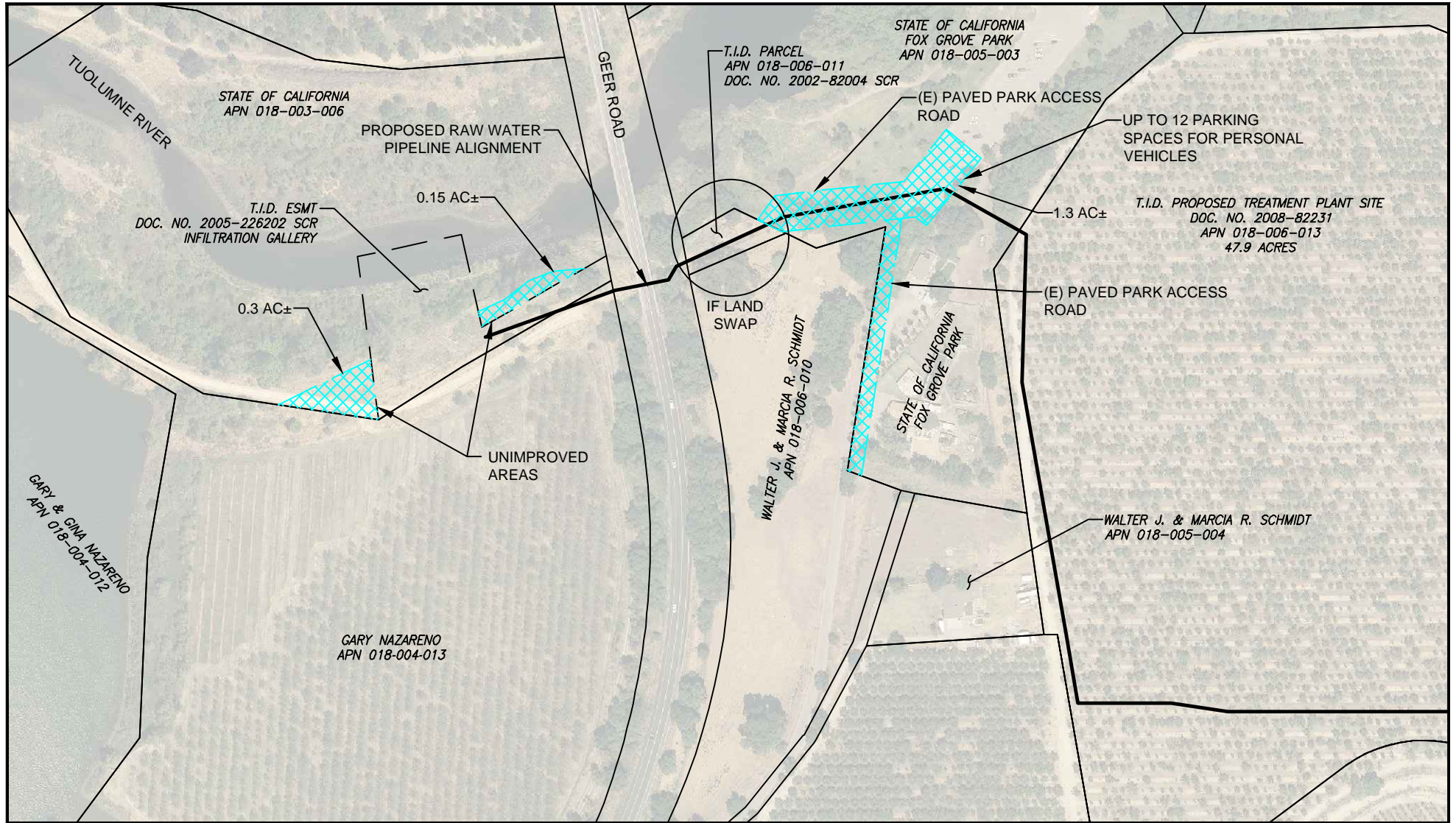
**CONTACT PERSON:**

Jami Aggers, Director  
Merry Mayhew, Assistant Director





Telephone: 209-525-6770  
209-525-6760

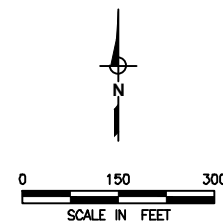
**ATTACHMENT(S):**

1. Access Permit Area Map
2. Fox Grove Access Agreement



**LEGEND**

-  Access Permit Area
-  Existing parcel line
-  Existing easement
-  Proposed Pipeline Alignment



**Access Permit Area**

**Attachment 2**

Stanislaus Regional Water Authority  
Surface Water Supply Project

## FOX GROVE ACCESS AGREEMENT

This Agreement (the "AGREEMENT"), is effective this 21<sup>st</sup> day of November, 2017, by and between the County of Stanislaus ("COUNTY"), Turlock Irrigation District ("TID") and Stanislaus Regional Water Authority ("SRWA"). TID and SRWA shall be referred to collectively in this Agreement as "AGENCIES."

### RECITALS:

**WHEREAS**, TID and SRWA are working together to construct a Raw Water Pump Station and related improvements and actions along the South Bank of the Tuolumne River (hereinafter referred to as "PROJECT"); and

**WHEREAS**, the PROJECT requires that the AGENCIES access certain areas (hereinafter referred to as the "FACILITIES" and described in detail in Exhibit "A") of the COUNTY's Fox Grove Park access roads and parking lot;

**WHEREAS**, the COUNTY intends to allow AGENCIES to access these FACILITIES so long as certain protection measures are taken and insurance is obtained; and

**NOW, THEREFORE**, it is mutually understood and agreed by AGENCIES and COUNTY as follows:

### DUTIES OF AGENCIES

AGENCIES agree to take the following actions at their sole expense:

- A. Replacement/Protection of trees in and around FACILITIES: Trees not indicated for removal shall be protected while trees slated for removal will be replaced and/or replanted.
- B. Protection of all existing improvements: Any improvements at the FACILITIES, or surrounding areas encountered by AGENCIES during work on the PROJECT, not designated for demolition shall be protected from any damage or destruction. Any damage or destruction of any existing improvement shall be repaired or replaced to its original conditions.
- C. Irrigation system: Any irrigation system in conflict with pipe trenching or construction access associated with the PROJECT shall be repaired and/or replaced to working condition and location if at all altered or removed during work on the PROJECT.
- D. Repaving of asphalt: Asphalt that is in anyway degraded, damaged, destroyed or otherwise compromised as a result of AGENCIES' access to FACILITIES shall be repaired or restored to original condition. Repairs shall include level grading, crack filling, seal coating, and patching and overlays if necessary. Asphalt

degradation, including but not limited to raveling and oxidation, shall be kept to a minimum upon repair.

- E. Road widening: AGENCIES shall not engage in any road widening on COUNTY'S property, including the FACILITIES, without a written agreement between AGENCIES and COUNTY outlining specific methods of construction and procurement of contractors, including but not limited to competitive bidding processes and prevailing wage.
- F. Secure staging and storage areas: AGENCIES shall provide all security personnel or other precautions for any secure staging and storage. AGENCIES shall hold COUNTY harmless for any loss, destruction or compromise of any kind of AGENCIES' property stored at the FACILITIES.
- G. Security Cameras: At any time that AGENCIES are operating security cameras on the FACILITIES, AGENCIES shall post signs to ensure that the general public is aware that the FACILITIES are under camera surveillance. Signs shall include the number of hours each day and number of days per week the FACILITIES are under camera surveillance.
- H. SRWA has adopted a CEQA initial study/mitigated negative declaration relating to the PROJECT work to be performed adjacent to the FACILITIES. The AGENCIES and their contractor shall comply with and implement the mitigation measures described in the initial study/mitigated negative declaration.
- I. Cleanliness and non-obstruction of roads: AGENCIES shall not unreasonably obstruct roads in or around FACILITIES and shall maintain, keep clean, and repair the designated access roads and restore the road to original or better condition at the end of work. AGENCIES shall prevent dirt, mud, and debris from accumulating on streets, sidewalks, parking areas, or other paved surfaces; maintain cleanliness of FACILITIES; and control fugitive dust during work on the PROJECT.
- J. Improvement of unpaved road: AGENCIES shall improve the unpaved road that runs from the Fox Grove Parking lot along the bank of the Tuolumne River with gravel, to create an all-weather surface prior to engaging in any construction. The existing gate located on this road must be protected in place or removed and replaced with a new gate. A detailed description of the unpaved road and gate location is included in "Exhibit C".
- K. Parking of vehicles: AGENCIES shall not park more than twelve (12) vehicles total, anywhere on the FACILITIES at any one time. This includes vehicles belonging to contractors employed by either TID or SRWA, or both.
- L. Air purging: AGENCIES shall notify COUNTY at least 2 weeks prior to any air purging activities, in order to coordinate on specific methods of notifying

recreationists of any air purging activities. AGENCIES shall be responsible for posting notices in accordance with the arrangements made between AGENCIES and COUNTY.

- I. TID and SRWA shall fulfill these duties, and provide for any costs associated with them, jointly and severally. In the event of a breach of this AGREEMENT, COUNTY shall have all remedies at law against one or both of these parties, and TID and SRWA shall indemnify one another in any action taken by COUNTY.
- J. Insurance: AGENCIES agree to obtain Insurance in compliance with the requirements set forth in Exhibit "B".

### **DUTIES OF COUNTY**

COUNTY agrees to the following:

- A. COUNTY grants AGENCIES access to the FACILITIES as described in detail in Exhibit "A," Monday through Friday, from 5 a.m. until 6 p.m., from February 1, 2018 until March 31, 2020. Access includes ingress and egress over the access road and use of the parking area as shown on Exhibit A.
- B. Said access shall be for activities related to the design, inspection, construction, or associated activities relating to the PROJECT only. Should the PROJECT be completed before March 31, 2020, access to FACILITIES shall terminate upon the date the PROJECT is completed.
- C. The term of this agreement may only be extended by written agreement between the PARTIES.
- D. This access is not exclusive and the FACILITIES will continue to be utilized by Stanislaus County and the general public.

### **INDEMNIFICATION**

- A. AGENCIES shall defend, indemnify and hold harmless COUNTY and COUNTY's officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of AGENCIES officers, agents, or employees, in relation to the AGENCIES' actions in relation to accessing the FACILITIES.
- B. TID shall defend, indemnify and hold harmless SRWA and SRWA's officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of SRWA's officers, agents, or employees, in relation to SRWA's actions in relation to accessing the FACILITIES.

- C. SRWA shall defend, indemnify and hold harmless TID and TID's officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of TID's officers, agents, or employees, in relation to TID's actions in relation to accessing the FACILITIES.

### **ADDITIONAL PROVISIONS**

- A. AGENCIES shall comply with all applicable laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.
- B. The AGREEMENT may be amended in writing at any time by the mutual consent of all PARTIES. No amendment shall have any force or effect unless executed in writing by all PARTIES.
- C. The persons executing the AGREEMENT on behalf of the Parties hereto warrant that they are duly authorized to execute the AGREEMENT on behalf of said Parties and that, by so executing the AGREEMENT, the Parties hereto are formally bound to the provisions of the AGREEMENT.
- D. All notices hereunder and communications regarding this Agreement, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, and addressed as follows :

**To COUNTY:** COUNTY OF STANISLAUS  
Attention: Merry Mayhew  
3800 Cornucopia Way, Suite C  
Modesto CA 95358  
Phone: (209)525-6750  
Email: mmayhew@envres.org

**To TID:** TURLOCK IRRIGATION DISTRICT  
Attention: Tou Her  
333 East Canal Drive  
Turlock, CA 95380  
Phone: (209)883-8365  
e-mail: tbher@tid.org

**To SRWA:** STANISLAUS REGIONAL WATER AUTHORITY  
Attention: Michael Brinton  
156 South Broadway, Suite 270  
Turlock, CA 95380  
Phone: (209)538-5758  
e-mail: Michael.Brinton@ci.ceres.ca.us



- E. The headings of all sections of the AGREEMENT are inserted solely for convenience of reference, and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provisions thereof.
- F. Each of the terms and conditions of the AGREEMENT shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.
- G. If any term, provision, covenant or condition of the AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- H. The AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original, and all of which together shall constitute the same Agreement. Facsimile signatures will not be permitted.
- I. Each Party shall promptly notify the other Party in writing of any legal impediment, change of circumstance, pending litigation, or any other event, occurrence, or condition that may adversely affect such party's ability to carry out and perform any of the duties, services, and/or obligations under the AGREEMENT.
- J. The terms of the AGREEMENT are intended to confer benefits only on the Parties to the AGREEMENT. No rights of action shall accrue to any other persons or entities under the AGREEMENT.
- K. No Party shall delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under the AGREEMENT to any other person or entity without the prior written consent of the other Parties.
- L. Contractors employed by AGENCIES to construct a Raw Water Pump Station and carry out related improvements and actions along the South Bank of the Tuolumne River may act on behalf of AGENCIES under this Agreement.
- M. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of the AGREEMENT, to obtain injunctive relief, a declaratory judgment or any other remedy consistent with the purposes of the AGREEMENT.
- N. The AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret the

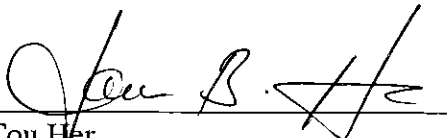
AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

- O. The AGREEMENT shall be made effective upon execution by all Parties and approval of their respective governing bodies.

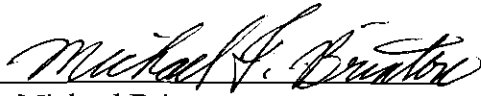
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first above written.

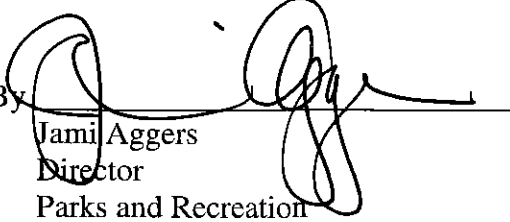
**TURLOCK IRRIGATION DISTRICT**

By   
Tou Her  
Assistant General Manager

**STANISLAUS REGIONAL WATER AUTHORITY**

By   
Michael Brinton  
Interim General Manager

**COUNTY OF STANISLAUS**

By   
Jami Aggers  
Director  
Parks and Recreation

APPROVED AS TO FORM:  
JOHN P. DOERING  
COUNTY COUNSEL

By   
Amanda Marie DeHart  
Deputy County Counsel

**EXHIBIT "A"**  
**Legal Description for Temporary Parking and Access Easement**  
**A.P.N. 018-005-003 (State of California)**

Being a portion of the property conveyed to the State of California in the Grant Deed recorded March 9, 1966 in Volume 2090 of Official Records, Page 344, Stanislaus County Records, lying in Section 2, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Beginning at a southwesterly corner of said State property, shown as marked by a 3/4" rebar tagged L.S. 3260 on County Survey No. 1620, said point also being the northwesterly corner of 30' wide easement as described in the document recorded November 12, 1970 in Volume 2356, Page 821 of Official Records of Stanislaus County;


1. thence along the southerly line of said State property, South 69°02'08" East, 30.67 feet;
2. thence North 08°57'21" East, 348.56 feet;
3. thence northerly along the arc of a curve concave easterly having a radius of 385.00 feet, through a central angle of 24°02'27", a distance of 161.54 feet;
4. thence North 32°59'47" East, 52.63 feet;
5. thence North 78°35'20" East, 53.79 feet;
6. thence North 38°27'57" East, 208.10 feet;
7. thence North 51°32'03" West, 100.00 feet;
8. thence South 38°27'57" West, 223.43 feet;
9. thence South 12°35'46" East, 45.60 feet;
10. thence South 32°59'47" West, 52.63 feet;
11. thence southerly along a curve concave easterly, having a radius of 415.00 feet, through a central angle of 24°02'26", a distance of 174.13 feet to the property line common to said State property and the property conveyed to Walter J. Schmidt recorded May 8, 1990 as Instrument Number 040157, Stanislaus County Records;
12. thence along said common line, South 08°57'21" West, 342.18 feet to the point of beginning

Containing 40,821 square feet, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed for record in Book 22 of Surveys, at Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

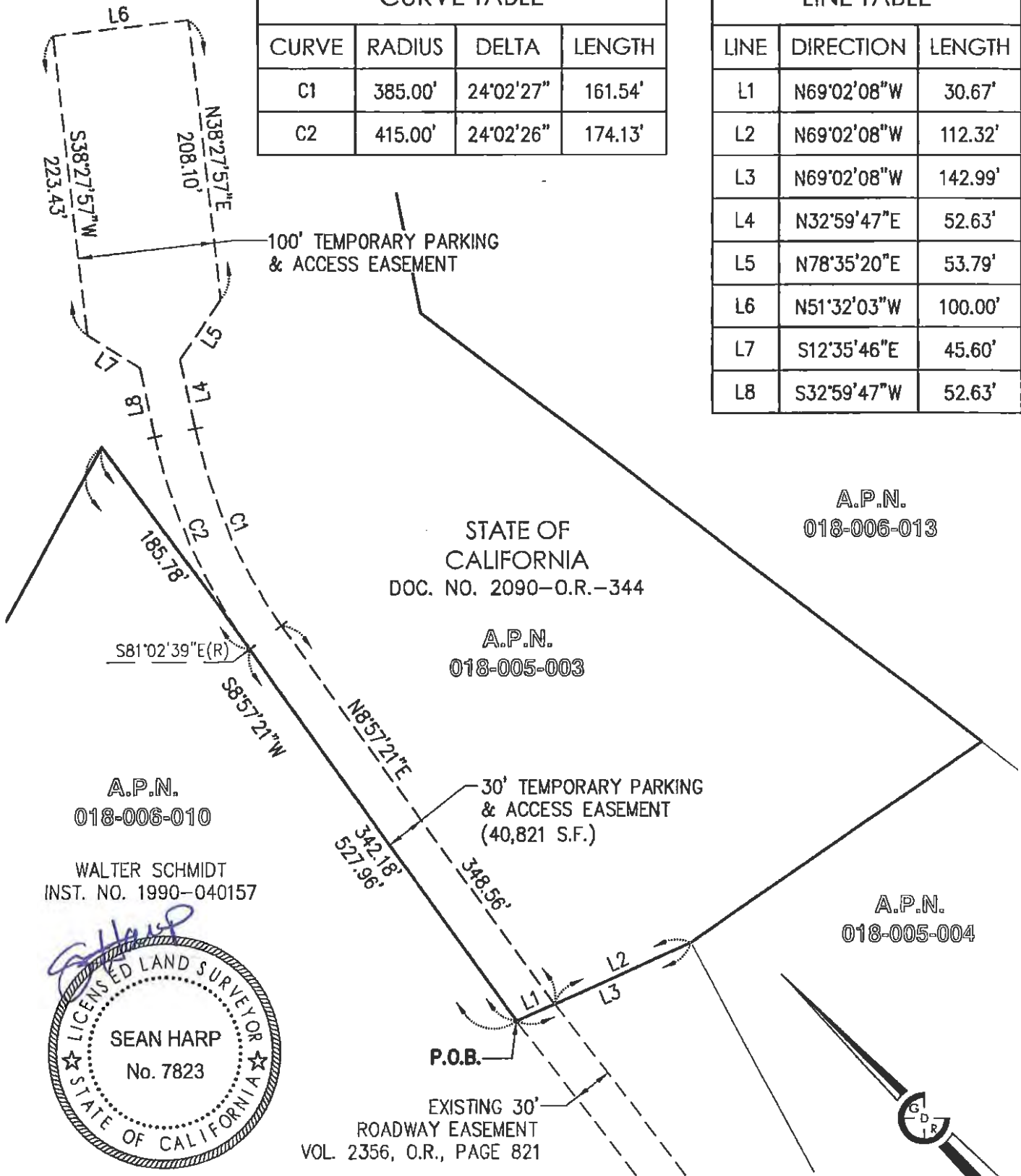
This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.



  
Sean Harp, L.S. 7823      10/26/2017  
Date

| CURVE TABLE |         |           |         |
|-------------|---------|-----------|---------|
| CURVE       | RADIUS  | DELTA     | LENGTH  |
| C1          | 385.00' | 24°02'27" | 161.54' |
| C2          | 415.00' | 24°02'26" | 174.13' |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | DIRECTION   | LENGTH  |
| L1         | N69°02'08"W | 30.67'  |
| L2         | N69°02'08"W | 112.32' |
| L3         | N69°02'08"W | 142.99' |
| L4         | N32°59'47"E | 52.63'  |
| L5         | N78°35'20"E | 53.79'  |
| L6         | N51°32'03"W | 100.00' |
| L7         | S12°35'46"E | 45.60'  |
| L8         | S32°59'47"W | 52.63'  |



STATE OF CALIFORNIA  
DOC. NO. 2090-O.R.-344

A.P.N.  
018-006-013

A.P.N.  
018-005-003

A.P.N.  
018-006-010

WALTER SCHMIDT  
INST. NO. 1990-040157

A.P.N.  
018-005-004



EXISTING 30'  
ROADWAY EASEMENT  
VOL. 2356, O.R., PAGE 821



GDR ENGINEERING, Inc.  
ENGINEERING/SURVEYING/PLANNING  
3525 MITCHELL ROAD, SUITE G CERES, CA 95307  
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370  
www.gdrengineering.com

**EXHIBIT "B"**  
**TEMPORARY PARKING & ACCESS**  
**EASEMENT**

|                  |                |
|------------------|----------------|
| Date: 10/26/2017 | Scale: 1"=100' |
| Drawn.: J. Jantz | Job No.: 17011 |
| Checked: S. Harp | Sheet: 1 of 1  |

## EXHIBIT B

### Insurance Required for Most Contracts

*(Not for Professional Services or Construction Contracts)*

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

***Application of Excess Liability Coverage:*** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Reporting***

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

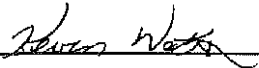
[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]



APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

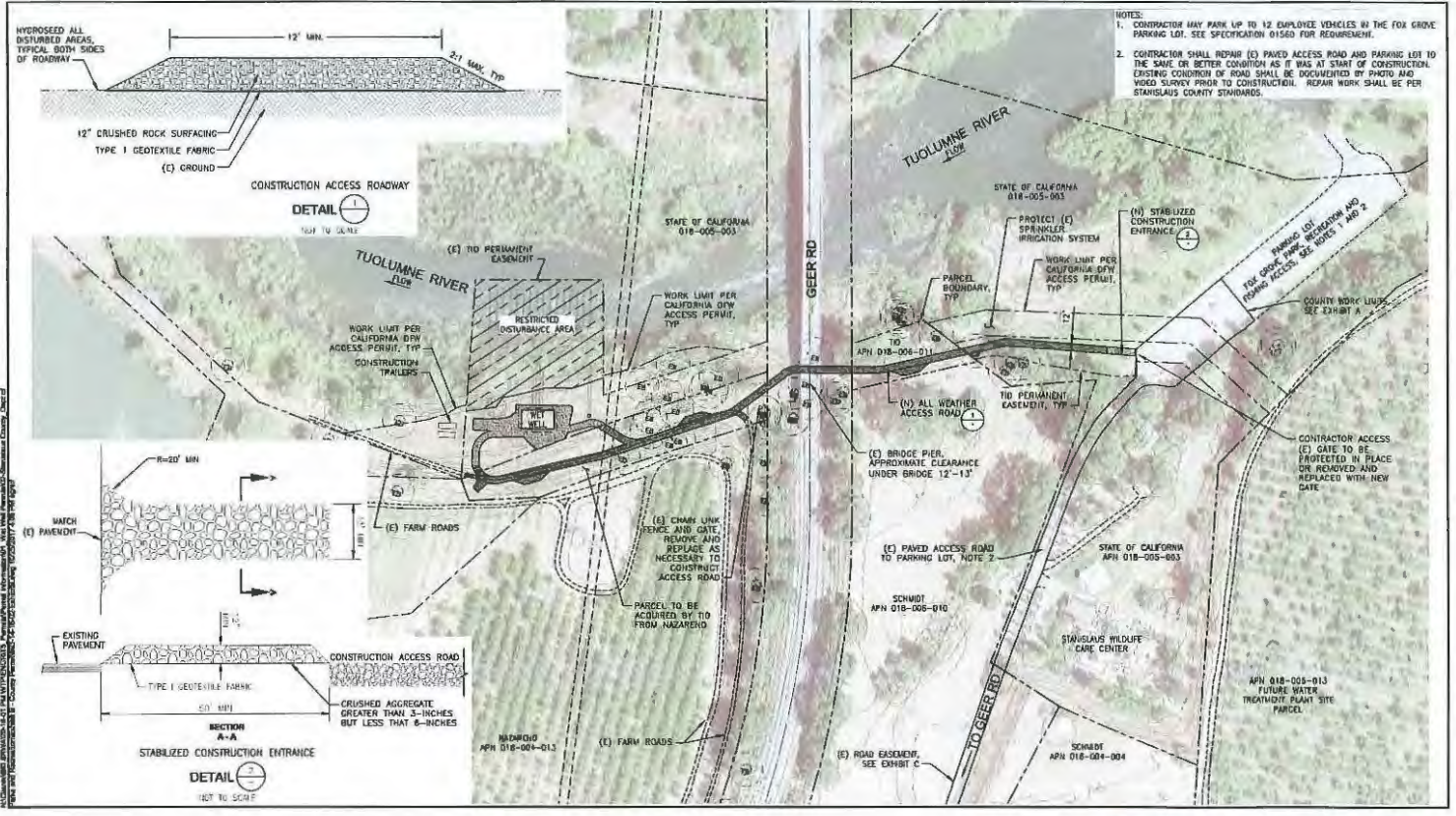
By: 

Name: Kevin Watson

Title: Liability and Insurance Manager

Date: 05/12/2017

Vendor: TID (Turlock Irrigation District)



ALL DIMENSIONS UNLESS OTHERWISE NOTED. ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE NOTED. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR PUBLIC WORKS. ALL MATERIALS SHALL BE AS SHOWN ON THE DRAWINGS. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE COUNTY ENGINEER PRIOR TO CONSTRUCTION. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE COUNTY ENGINEER PRIOR TO CONSTRUCTION. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE COUNTY ENGINEER PRIOR TO CONSTRUCTION.



**Exhibit C**

**Stanislaus Regional Water Authority Access Road**

**SRWA Raw Water Pump Station Phase 1 Project**

**AMENDED AND RESTATED FOX GROVE ACCESS AGREEMENT**

This Amendment and Restatement (the "AGREEMENT"), is effective this 10<sup>th</sup> day of September, 2018, by and between the County of Stanislaus ("COUNTY"), Turlock Irrigation District ("TID") and Stanislaus Regional Water Authority ("SRWA"). TID and SRWA shall be referred to collectively in this Agreement as "AGENCIES." This Amendment and Restatement shall replace and supersede the previous agreement entered into on December 19, 2017.

**RECITALS:**

**WHEREAS**, TID and SRWA are working together to construct a Raw Water Pump Station, Raw Water Pipeline, and related improvements and actions along the South Bank of the Tuolumne River (hereinafter referred to as "PROJECT"); and

**WHEREAS**, the PROJECT requires that the AGENCIES access certain areas (hereinafter referred to as the "FACILITIES" and described in detail in Exhibit "A") of the COUNTY's Fox Grove Park access roads, recreation area, and parking lot;

**WHEREAS**, the COUNTY intends to allow AGENCIES to access these FACILITIES so long as certain protection measures are taken and insurance is obtained;

**WHEREAS** the COUNTY Board of Supervisors originally entered into this AGREEMENT on December 19, 2017;

**WHEREAS** the COUNTY Board of Supervisors authorized the Director of Parks and Recreation, or designee, to sign any amendments to the AGREEMENT; and

**NOW, THEREFORE**, it is mutually understood and agreed by AGENCIES and COUNTY as follows:

**DUTIES OF AGENCIES**

AGENCIES agree to take the following actions at their sole expense:

- A. Replacement/Protection of trees in and around FACILITIES: Trees not indicated for removal shall be protected while trees slated for removal will be replaced and/or replanted.
- B. Protection of all existing improvements: Any improvements at the FACILITIES, or surrounding areas encountered by AGENCIES during work on the PROJECT, not designated for demolition shall be protected from any damage or destruction. Any damage or destruction of any existing improvement shall be repaired or replaced to its original conditions.
- C. Irrigation system: Any irrigation system in conflict with pipe trenching or construction access associated with the PROJECT shall be repaired and/or replaced

to working condition and location if at all altered or removed during work on the PROJECT.

- D. Repaving of asphalt: Asphalt that is in anyway degraded, damaged, destroyed or otherwise compromised as a result of AGENCIES' access to FACILITIES shall be repaired or restored to original condition. Repairs shall include level grading, crack filling, seal coating, and patching and overlays if necessary. Asphalt degradation, including but not limited to raveling and oxidation, shall be kept to a minimum upon repair.
- E. Road widening: AGENCIES shall not engage in any road widening on COUNTY'S property, including the FACILITIES, without a written agreement between AGENCIES and COUNTY outlining specific methods of construction and procurement of contractors, including but not limited to competitive bidding processes and prevailing wage.
- F. Secure staging and storage areas: AGENCIES shall provide all security personnel or other precautions for any secure staging and storage. AGENCIES shall hold COUNTY harmless for any loss, destruction or compromise of any kind of AGENCIES' property stored at the FACILITIES.
- G. Security Cameras: At any time that AGENCIES are operating security cameras on the FACILITIES, AGENCIES shall post signs to ensure that the general public is aware that the FACILITIES are under camera surveillance. Signs shall include the number of hours each day and number of days per week the FACILITIES are under camera surveillance.
- H. SRWA has adopted a CEQA initial study/mitigated negative declaration relating to the wet well portion of the PROJECT work to be performed adjacent to the FACILITIES. SRWA also has prepared a Surface Water Supply Project Draft Environmental Impact Report pursuant to CEQA relating to the balance of the PROJECT work to be performed adjacent to the FACILITIES, and it plans to prepare and certify a Final Environmental Impact Report and adopt a related mitigation monitoring and reporting plan. The AGENCIES and their contractor shall comply with and implement the mitigation measures described in the initial study/mitigated negative declaration and, after it is adopted, the mitigation monitoring and reporting plan.
- I. Cleanliness and non-obstruction of roads: AGENCIES shall not unreasonably obstruct roads in or around FACILITIES and shall maintain, keep clean, and repair the designated access roads and restore the road to original or better condition at the end of work. AGENCIES shall prevent dirt, mud, and debris from accumulating on streets, sidewalks, parking areas, or other paved surfaces; maintain cleanliness of FACILITIES; and control fugitive dust during work on the PROJECT.

- J. Improvement of unpaved road: AGENCIES shall improve the unpaved road that runs from the Fox Grove Parking lot along the bank of the Tuolumne River with gravel, to create an all-weather surface prior to engaging in any construction. The existing gate located on this road must be protected in place or removed and replaced with a new gate. A detailed description of the unpaved road and gate location is included in “Exhibit C”.
- K. Parking of vehicles: AGENCIES shall not park more than twelve (12) vehicles total, anywhere on the FACILITIES at any one time. This includes vehicles belonging to contractors employed by either TID or SRWA, or both.
- L. Air purging: AGENCIES shall notify COUNTY at least 2 weeks prior to any air purging activities, in order to coordinate on specific methods of notifying recreationists of any air purging activities. AGENCIES shall be responsible for posting notices in accordance with the arrangements made between AGENCIES and COUNTY.
- M. TID and SRWA shall fulfill these duties, and provide for any costs associated with them, jointly and severally. In the event of a breach of this AGREEMENT, COUNTY shall have all remedies at law against one or both of these parties, and TID and SRWA shall indemnify one another in any action taken by COUNTY.
- N. Insurance: AGENCIES agree to obtain Insurance in compliance with the requirements set forth in Exhibit “B”.

### **DUTIES OF COUNTY**

COUNTY agrees to the following:

- A. COUNTY grants AGENCIES access to the FACILITIES as described in detail in Exhibit “A,” Monday through Friday, from 5 a.m. until 6 p.m., from February 1, 2018 until December 31, 2022. Access includes ingress and egress over the access road and use of the parking area as shown on Exhibit A.
- B. Said access shall be for activities related to the design, inspection, construction, or associated activities relating to the PROJECT only. Should the PROJECT be completed before December 31, 2022, access to FACILITIES shall terminate upon the date the PROJECT is completed.
- C. The term of this agreement may only be extended by written agreement between the PARTIES.
- D. This access is not exclusive and the FACILITIES will continue to be utilized by Stanislaus County and the general public. SRWA will provide the County with ten weeks notice prior to park closures necessary to construct the FACILITIES.

- E. Necessary closures of the FACILITIES must be approved by the Director of the Stanislaus County Parks and Recreation Department, which approval shall not be unreasonably withheld.

### **INDEMNIFICATION**

- A. AGENCIES shall defend, indemnify and hold harmless COUNTY and COUNTY's officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of AGENCIES officers, agents, or employees, in relation to the AGENCIES' actions in relation to accessing the FACILITIES.
- B. TID shall defend, indemnify and hold harmless SRWA and SRWA's officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of SRWA's officers, agents, or employees, in relation to SRWA's actions in relation to accessing the FACILITIES.
- C. SRWA shall defend, indemnify and hold harmless TID and TID's officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of TID's officers, agents, or employees, in relation to TID's actions in relation to accessing the FACILITIES.

### **ADDITIONAL PROVISIONS**

- A. AGENCIES shall comply with all applicable laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.
- B. The AGREEMENT may be amended in writing at any time by the mutual consent of all PARTIES. No amendment shall have any force or effect unless executed in writing by all PARTIES.
- C. The persons executing the AGREEMENT on behalf of the Parties hereto warrant that they are duly authorized to execute the AGREEMENT on behalf of said Parties and that, by so executing the AGREEMENT, the Parties hereto are formally bound to the provisions of the AGREEMENT.
- D. All notices hereunder and communications regarding this Agreement, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, and addressed as follows:

**To COUNTY:** COUNTY OF STANISLAUS  
Attention: Merry Mayhew  
3800 Cornucopia Way, Suite C

Modesto CA 95358  
Phone: (209)525-6750  
Email: mmayhew@envres.org

**To TID:** TURLOCK IRRIGATION DISTRICT  
Attention: Tou Her  
333 East Canal Drive  
Turlock, CA 95380  
Phone: (209)883-8365  
e-mail: tbher@tid.org

**To SRWA:** STANISLAUS REGIONAL WATER AUTHORITY  
Attention: *Robert Granberg*  
156 South Broadway, Suite 270  
Turlock, CA 95380  
Phone: (209) 401-0439  
e-mail: *granbergassociates@gmail.com*

- E. The headings of all sections of the AGREEMENT are inserted solely for convenience of reference, and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provisions thereof.
- F. Each of the terms and conditions of the AGREEMENT shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.
- G. If any term, provision, covenant or condition of the AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- H. The AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original, and all of which together shall constitute the same Agreement. Facsimile signatures will not be permitted.
- I. Each Party shall promptly notify the other Party in writing of any legal impediment, change of circumstance, pending litigation, or any other event, occurrence, or condition that may adversely affect such party's ability to carry out and perform any of the duties, services, and/or obligations under the AGREEMENT.
- J. The terms of the AGREEMENT are intended to confer benefits only on the Parties to the AGREEMENT. No rights of action shall accrue to any other persons or entities under the AGREEMENT.

- K. No Party shall delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under the AGREEMENT to any other person or entity without the prior written consent of the other Parties.
- L. Contractors employed by AGENCIES to construct a Raw Water Pump Station and Raw Water Pipeline and carry out related improvements and actions along the South Bank of the Tuolumne River may act on behalf of AGENCIES under this Agreement.
- M. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of the AGREEMENT, to obtain injunctive relief, a declaratory judgment or any other remedy consistent with the purposes of the AGREEMENT.
- N. The AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret the AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
- O. The AGREEMENT shall be made effective upon execution by all Parties and approval of their respective governing bodies.

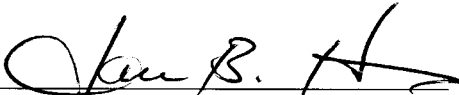
[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first above written.

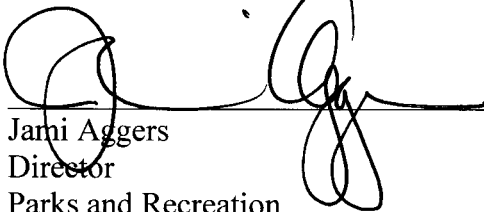
**TURLOCK IRRIGATION DISTRICT**

**STANISLAUS REGIONAL WATER AUTHORITY**

By   
Tou Her  
Assistant General Manager

By   
Robert Granberg  
General Manager

**COUNTY OF STANISLAUS**

By   
Jami Aggers  
Director  
Parks and Recreation

APPROVED AS TO FORM:  
JOHN P. DOERING  
COUNTY COUNSEL

By   
Amanda Marie DeHart  
Deputy County Counsel

## **EXHIBIT A**

---

Legal Description for Temporary Parking and Access Easement and  
Legal Description for Pipeline Easement

**EXHIBIT "A"**  
**Legal Description for Temporary Parking and Access Easement**  
**A.P.N. 018-005-003 (State of California)**

Being a portion of the property conveyed to the State of California in the Grant Deed recorded March 9, 1966 in Volume 2090 of Official Records, Page 344, Stanislaus County Records, lying in Section 2, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Beginning at a southwesterly corner of said State property, shown as marked by a 3/4" rebar tagged L.S. 3260 on County Survey No. 1620, said point also being the northwesterly corner of 30' wide easement as described in the document recorded November 12, 1970 in Volume 2356, Page 821 of Official Records of Stanislaus County;

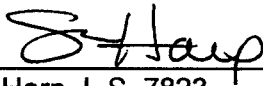
1. thence along the southerly line of said State property, South 69°02'08" East, 30.67 feet;
2. thence North 08°57'21" East, 348.56 feet;
3. thence northerly along the arc of a curve concave easterly having a radius of 385.00 feet, through a central angle of 24°02'27", a distance of 161.54 feet;
4. thence North 32°59'47" East, 52.63 feet;
5. thence North 78°35'20" East, 53.79 feet;
6. thence North 38°27'57" East, 208.10 feet;
7. thence North 51°32'03" West, 100.00 feet;
8. thence South 38°27'57" West, 223.43 feet;
9. thence South 12°35'46" East, 45.60 feet;
10. thence South 32°59'47" West, 52.63 feet;
11. thence southerly along a curve concave easterly, having a radius of 415.00 feet, through a central angle of 24°02'26", a distance of 174.13 feet to the property line common to said State property and the property conveyed to Walter J. Schmidt recorded May 8, 1990 as Instrument Number 040157, Stanislaus County Records;
12. thence along said common line, South 08°57'21" West, 342.18 feet to the point of beginning

Containing 40,821 square feet, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed for record in Book 22 of Surveys, at Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

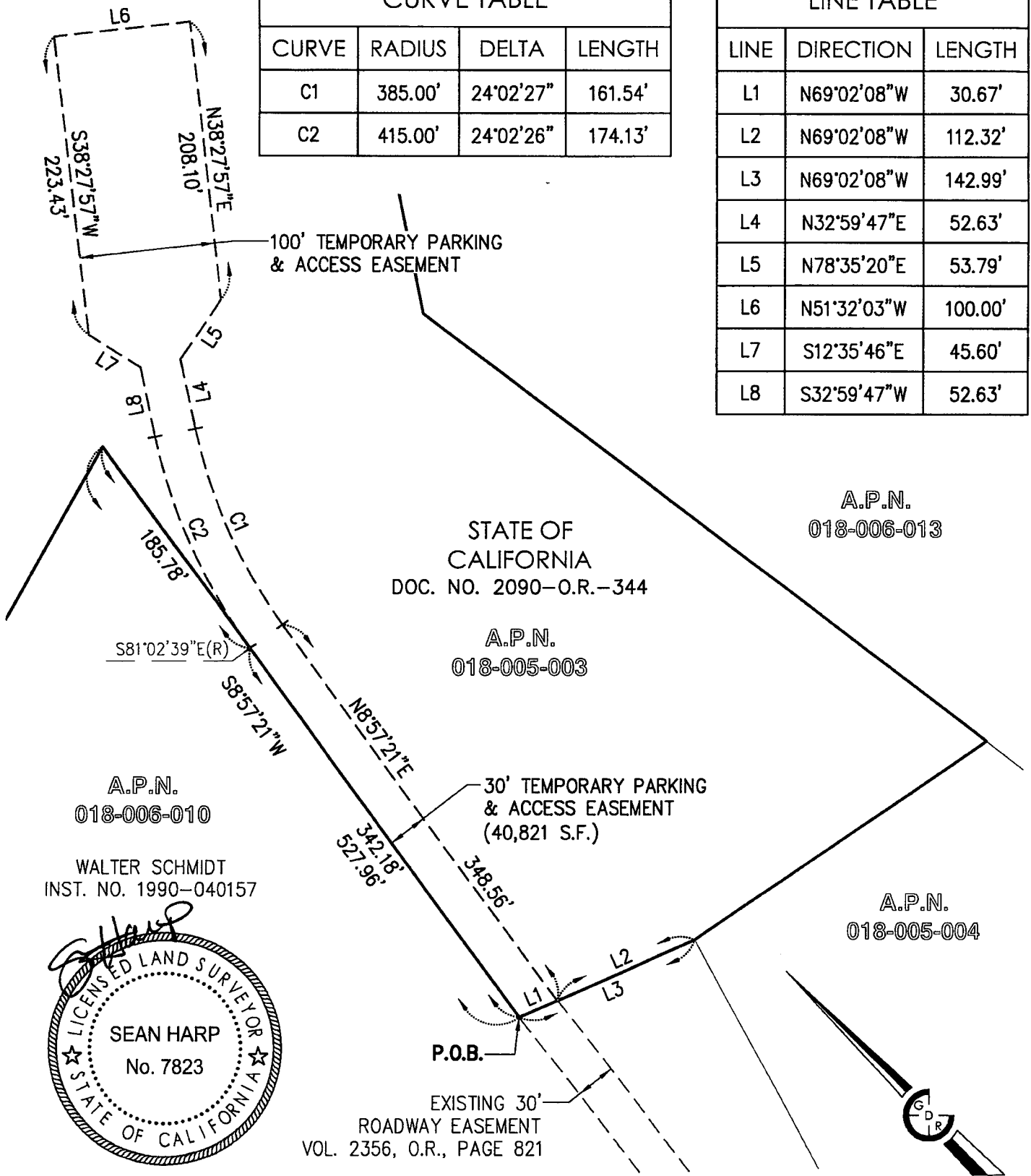
This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.



  
Sean Harp, L.S. 7823                      10/26/2017  
Date

| CURVE TABLE |         |           |         |
|-------------|---------|-----------|---------|
| CURVE       | RADIUS  | DELTA     | LENGTH  |
| C1          | 385.00' | 24°02'27" | 161.54' |
| C2          | 415.00' | 24°02'26" | 174.13' |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | DIRECTION   | LENGTH  |
| L1         | N69°02'08"W | 30.67'  |
| L2         | N69°02'08"W | 112.32' |
| L3         | N69°02'08"W | 142.99' |
| L4         | N32°59'47"E | 52.63'  |
| L5         | N78°35'20"E | 53.79'  |
| L6         | N51°32'03"W | 100.00' |
| L7         | S12°35'46"E | 45.60'  |
| L8         | S32°59'47"W | 52.63'  |



STATE OF CALIFORNIA  
DOC. NO. 2090-O.R.-344

A.P.N.  
018-006-013

A.P.N.  
018-005-003

A.P.N.  
018-006-010

WALTER SCHMIDT  
INST. NO. 1990-040157

A.P.N.  
018-005-004



EXISTING 30'  
ROADWAY EASEMENT  
VOL. 2356, O.R., PAGE 821

P.O.B.



GDR ENGINEERING, Inc.  
ENGINEERING/SURVEYING/PLANNING  
3525 MITCHELL ROAD, SUITE 6 CERES, CA 95307  
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370  
www.gdrengineering.com

**EXHIBIT "B"**  
**TEMPORARY PARKING & ACCESS**  
**EASEMENT**

|                  |                |
|------------------|----------------|
| Date: 10/26/2017 | Scale: 1"=100' |
| Drawn.: J. Jantz | Job No.: 17011 |
| Checked: S. Harp | Sheet: 1 of 1  |

**EXHIBIT "A"**  
**Legal Description for Pipeline Easement**  
**A.P.N. 018-005-003 (State of California)**

Being a portion of the property conveyed to the State of California in the Grant Deed recorded March 9, 1966 in Volume 2090 of Official Records, Page 344, Stanislaus County Records, lying in Section 2, Township 4 South, Range 10 East, Mount Diablo Meridian, situate in the County of Stanislaus, State of California, being more particularly described as follows:

Commencing at the northeast corner of the property conveyed to the Turlock Irrigation District by Grant Deed recorded June 26, 2002 as Document Number 0082004, Stanislaus County Records; thence along the northeasterly line of said Turlock Irrigation District property, said line being a common property line with said State of California property, South 65°09'42" East, 48.01 feet to the **Point of Beginning**; thence along the boundary said easement the following thirteen (13) courses:

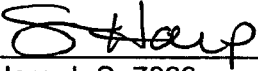
1. North 65°13'06" East, 74.84 feet;
2. North 80°03'11" East, 366.24 feet;
3. South 60°38'29" East, 190.72 feet to the northwesterly line of the 47.91 acre parcel shown on the map recorded in Book 31 of Surveys, Page 30, Stanislaus County Records, said line being a common property line with said State of California property;
4. South 33°25'28" West, along said northwesterly line, 50.13 feet;
5. North 60°38'29" West, along a line that lies 35.00 feet southwesterly of and parallel with course No. 3 hereinabove described, 169.31 feet;
6. South 80°03'11" West, along a line that lies 35.00 feet southerly of and parallel with course No. 2 hereinabove described, 82.97 feet;
7. South 09°56'49" East, 25.15 feet;
8. South 75°47'17" West, 37.04 feet;
9. South 87°11'34" West, 130.35 feet;
10. North 88°54'18" West, 61.13 feet;
11. South 80°03'11" West, 32.63 feet;
12. South 65°13'06" West, 25.80 feet to said northeasterly line of said Turlock Irrigation District property;
13. North 65°09'42" West, along said northeasterly line, 65.64 feet to the point of beginning.

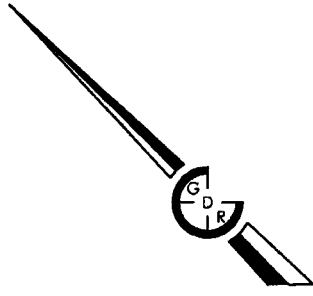
Contains 0.765 acres, more or less.

Bearings and distances are based on the California Coordinate System-83, Zone 3 (1991.35). A line between City of Modesto monuments 2021 and 2125 bears North 79°27'51" East as calculated from City of Modesto GPS Control Network Survey, filed for record in Book 22 of Surveys, at Page 51, Stanislaus County Records. All distances are grid, based on a combination factor of 0.99993300. To convert distances shown hereon to ground, multiply by the reciprocal of said combination factor, 1.00006700.

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



  
Sean Harp, L.S. 7823 1/7/2018  
Date



31 - S- 30  
 TURLOCK IRRIGATION DISTRICT  
 DOC. NO. 2008-0082232  
 APN 018-006-013

STATE OF CALIFORNIA  
 VOL. 2090, PAGE 344  
 APN 018-005-003

PIPELINE EASEMENT  
 (±0.76 ACRES)

P.O.B.  
 P.O.C.

TURLOCK IRRIGATION DISTRICT  
 DOC. NO. 2002-0082004  
 APN 018-006-011

SCHMIDT  
 DOC. NO. 1990-0040157  
 APN 018-006-012



GEER ROAD

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | DIRECTION   | LENGTH  |
| L1         | N65°13'06"E | 74.84'  |
| L2         | N80°03'11"E | 366.24' |
| L3         | S60°38'29"E | 190.72' |
| L4         | S33°25'28"W | 50.13'  |
| L5         | N60°38'29"W | 169.31' |
| L6         | S80°03'11"W | 82.97'  |
| L7         | S9°56'49"E  | 25.15'  |
| L8         | S75°47'17"W | 37.04'  |
| L9         | S87°11'34"W | 130.35' |
| L10        | N88°54'18"W | 61.13'  |
| L11        | S80°03'11"W | 32.63'  |
| L12        | S65°13'06"W | 25.80'  |
| L13        | N65°09'42"W | 65.64'  |
| L14        | S65°09'42"E | 48.01'  |

**GDR ENGINEERING, Inc.**  
 ENGINEERING/SURVEYING/PLANNING  
 3525 MITCHELL ROAD, SUITE G CERES, CA 95307  
 TELEPHONE: (209) 538-3360 FAX: (209) 538-7370  
 www.gdrengineering.com

**EXHIBIT "B"**  
**PIPELINE EASEMENT**

Date: 01/07/2018 Scale: 1"=80'  
 Drawn.: J. Jantz Job No.: 17011  
 Checked: S. Harp Sheet: 1 of 1

## EXHIBIT B

### Insurance Required for Most Contracts

*(Not for Professional Services or Construction Contracts)*

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Reporting***

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

### ***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

### ***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.



2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

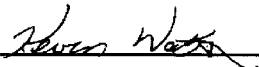
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

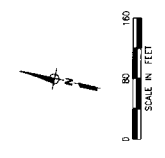
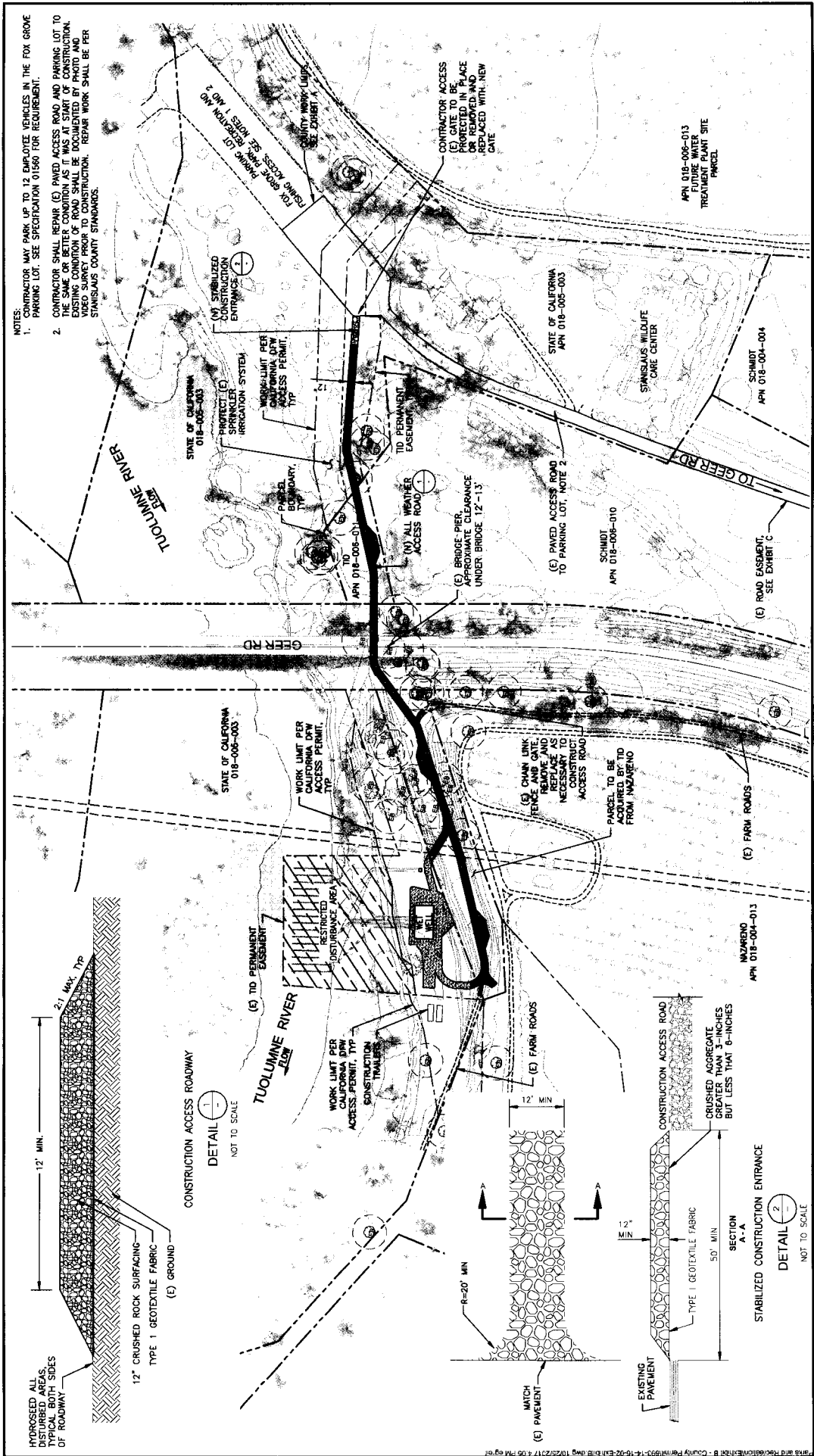
By: 

Name: Kevin Watson

Title: Liability and Insurance Manager

Date: 05/12/2017

Vendor: TID (Turlock Irrigation District)



Drawn and Rechecked: B. County Permit (09-05-14-10-02-Exhibit C) West Yost Associates, Inc. (10/25/21) 7:50:14 a.m. (10/25/21)