

## ATTACHMENT 3

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Engineering Department  
Merced Irrigation District  
744 West 20th Street  
Merced, California 95340

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### **NON-EXCLUSIVE DRIVEWAY LICENSE AGREEMENT**

THIS NON-EXCLUSIVE DRIVEWAY LICENSE AGREEMENT, (herein "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF MERCED, a political subdivision of the State of California, whose address is 678 West 18<sup>th</sup> Street, Merced, California, 95340, (hereinafter called "City", and the MERCED IRRIGATION DISTRICT, an irrigation district existing by virtue of the laws of the State of California, whose address is 744 West 20th Street, Merced, California, 95340, (hereinafter called the "MID").

### **RECITAL**

WHEREAS, City desires to obtain permission of the MID to construct a driveway crossing to provide ingress and egress, to a portion of the City's real property, over and across the interests and facilities of the MID described herein and, at the location set forth herein and as shown on Exhibit "A" and Exhibit "C", attached hereto and incorporated herein. The driveway crossing herein specified is to be constructed adjoining that parcel of land described as "Parcel G" on that certain map recorded March 22, 2001 in Volume 88 of Parcel Maps, at Page 8, Merced County Records (herein called "real property").

WHEREAS, said proposed Improvements impact the following interests and facilities of the MID adjoining said Real Property:

#### **BOOSTER 14 LATERAL (formerly called the Merced Lateral)**

A 84-Inch concrete pipeline lying within a 60 foot wide fee strip, as reserved and excepted in that certain Deed recorded December 5, 1941, in Volume 697 of Official Records, at Page 280, Merced County Records lying within a portion of the Northeast quarter of Section 35, Township 7 South, Range 13 East, Mount Diablo Base and Meridian.

WHEREAS, the Improvements described herein, and hereinafter referred to as "driveway crossing" or "Improvements", shall cross the MID's Booster 14 Lateral (Merced Lateral) at a location which is approximately 760 feet upstream of the centerline of Riggs Avenue, lying within a portion of the Northeast quarter of Section 35, Township 7 South, Range 13 East, Mount Diablo Base and Meridian.

WHEREAS, MID is willing to grant said permission, only upon the condition, that the City install, keep and maintain said driveway crossing at their own expense without any cost, expense or liability to the MID, and upon the further condition that the City, shall at all times, properly maintain said driveway crossing and does assume all liability for any damage that may be

sustained or suffered by the MID or others as a result of, or caused by the installation and/or operation of the said driveway crossing.

NOW, THEREFORE, in consideration of the MID's consent to said improvements and driveway crossing and upon the City's promises hereinafter set forth, the City and the MID do hereby mutually agree as follows:

### **AGREEMENT**

1. The recitals hereto are true and correct and are incorporated into the body of this Agreement as though set forth in full.

2. City, in consideration of the permission and consent hereby given by the MID, agrees to and does hereby assume any and all liability for any damage that may be sustained or suffered by the MID, City, and others as a direct or indirect result of the installation and/or operation by the City, or any of the City's authorized agents, contractors, tenants, or anyone, of the driveway crossing herein above mentioned.

3. City agrees to indemnify the MID and will save the MID free, clear and harmless from any and all damages, claims, demands, liability, costs and expenses, including legal fees and costs, regardless of nature, that may be sustained, caused or suffered by the MID as a result of the construction, maintenance, use or operation of said driveway crossing.

4. City further agrees that it will, at the City's own expense and without any expense to the MID, install, keep, and properly maintain at all times said driveway crossing. Whenever performing any maintenance within MID's Right of Way the City must contact MID Water Resources Engineering Department staff at least 2 working days prior to the start of any work for approval.

5. In consideration of the promises, covenants and agreements herein set forth and required to be kept and performed by the City, the MID hereby grants to the City permission and consent to install the following improvements for said driveway crossings, as per the approved plans attached hereto as Exhibit "C":

- A. Construct a concrete bridging slab, minimum 16' in width over the MID's Booster 14 Lateral (Merced Lateral) as per the specifications shown in Exhibit "B" and "C", attached hereto and incorporated herein.

6. Construction between March 1 and October 31, of any given year shall not encroach into existing MID embankments, levees, or rights-of-way without the express approval of the MID Engineer.

7. Said improvements, works, construction and installation will conform to the terms of this Agreement, and to Standard Details 501, 551, 591, and 5xx of the MID, as shown in Exhibit "B", attached hereto and made a part hereof, and will be inspected and approved in the field by the MID. The City shall contact the MID Engineering Department staff at least 2 working days prior to commencement of the installation of said driveway crossing.

8. The City shall provide, and shall require any contractor engaged to perform the work authorized herein to maintain, at all time during the performance of the work called for herein and for

all periods for which liability insurance for the work hereunder may exist, liability insurance that will fully protect the MID against claims of any and all persons for personal injury, death or property damage in the combined single limit of Two Million Dollars (\$2,000,000), and property damage and products liability insurance in the sum of Five Million Dollars (\$5,000,000), Comprehensive Automobile insurance in the sum of Two Million Dollars (\$2,000,000), and Workers' Compensation in the sum of One Million Dollars (\$1,000,000) with a Waiver of Subrogation. The policy or policies of liability insurance shall be approved by the MID and with companies approved by the MID. The insurance policy will not be canceled or reduced without thirty (30) days prior written notice to the MID.

9. No cancellation provision in any insurance policy shall be construed in degradation of the continuous duty of the City or Contractor to furnish insurance during the term of this Agreement. A signed complete certificate of insurance naming the Merced Irrigation District, its directors, officers, agents, employees and authorized volunteers as an additional insured, and with all endorsements required by Section 8 and 9. Insurance of this Agreement shall be submitted to the MID prior to or concurrently with the execution of this Agreement. Furthermore, at least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements required by Paragraph 8 and 9 herein shall be filed by the City or Contractor, with the MID, showing that such insurance coverage has been renewed or extended.

10. The City or Contractor shall be solely liable for and shall pay any and all deductible amounts provided for in said policies of insurance and for self-insured amounts of such policies as maintained by Contractor.

11. The City acknowledges the insurance requirements set forth in this agreement and agrees that they are personally responsible for verifying that any contractor, subcontractor, or other third party performing the work set forth herein, furnishes the required insurance as herein before specified prior to commencing the work.

12. The permission herein given by the MID creates in the City no interest of any nature in the real property subject hereto, the property of the MID or otherwise. At any time the purpose and needs of the MID so dictate, the MID may relocate the improvements of the City as herein set forth. Said relocations, if necessary, will be entirely at the expense of the City.

13. This Agreement is an instrument affecting the title or possession of the real property described herein. All the terms, covenants and conditions herein imposed shall be an interest of the City, and upon the subsequent sale or division of the real property described herein the terms of this Agreement shall apply to the owner or owners of said property or parcel or any part thereof shall succeed and be bound by the obligations imposed on the City by this Agreement.

14. The City shall be responsible for ensuring that any monumentation and or/benchmarks which will be disturbed or destroyed by Construction, shall be referenced and replaced with appropriate monumentation by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying. A corner record or record of survey, as appropriate, shall be filed by the Licensed Land Surveyor or the Registered Civil Engineer as required by the Land Surveyor's Act (Business and Professions Code 8771). Evidence of adequate monument preservation shall be submitted to the MID by completion and return of the forms attached in Exhibit "D" attached hereto and incorporated herein.

15. In the event of any action, legal or equitable, by either party hereto to enforce this Agreement or any of its provisions, the prevailing party shall be allowed reasonable attorney's fees to be fixed by the Court and their costs in said action.

16. Either party hereby may terminate this Agreement upon thirty (30) days written notice to the other party. Notice is deemed given if mailed to the party receiving said notice at the address set forth in the introductory paragraph hereof, or such other address as may from time to time be given in writing by each party to the other, first class, postage prepaid, U.S. Mail.

17. Individuals signing this Agreement present to the other party that they have the authority to enter into this Agreement on behalf of their respective entities.

IN WITNESS WHEREOF, the City has executed this Agreement as of:

\_\_\_\_\_  
CITY OF MERCED:

By: \_\_\_\_\_  
Steve S. Carrigan  
City Manager

Approved as to form: \_\_\_\_\_  
Jennifer McGrath  
City Attorney



IN WITNESS WHEREOF, the MID has executed this Agreement as of: \_\_\_\_\_

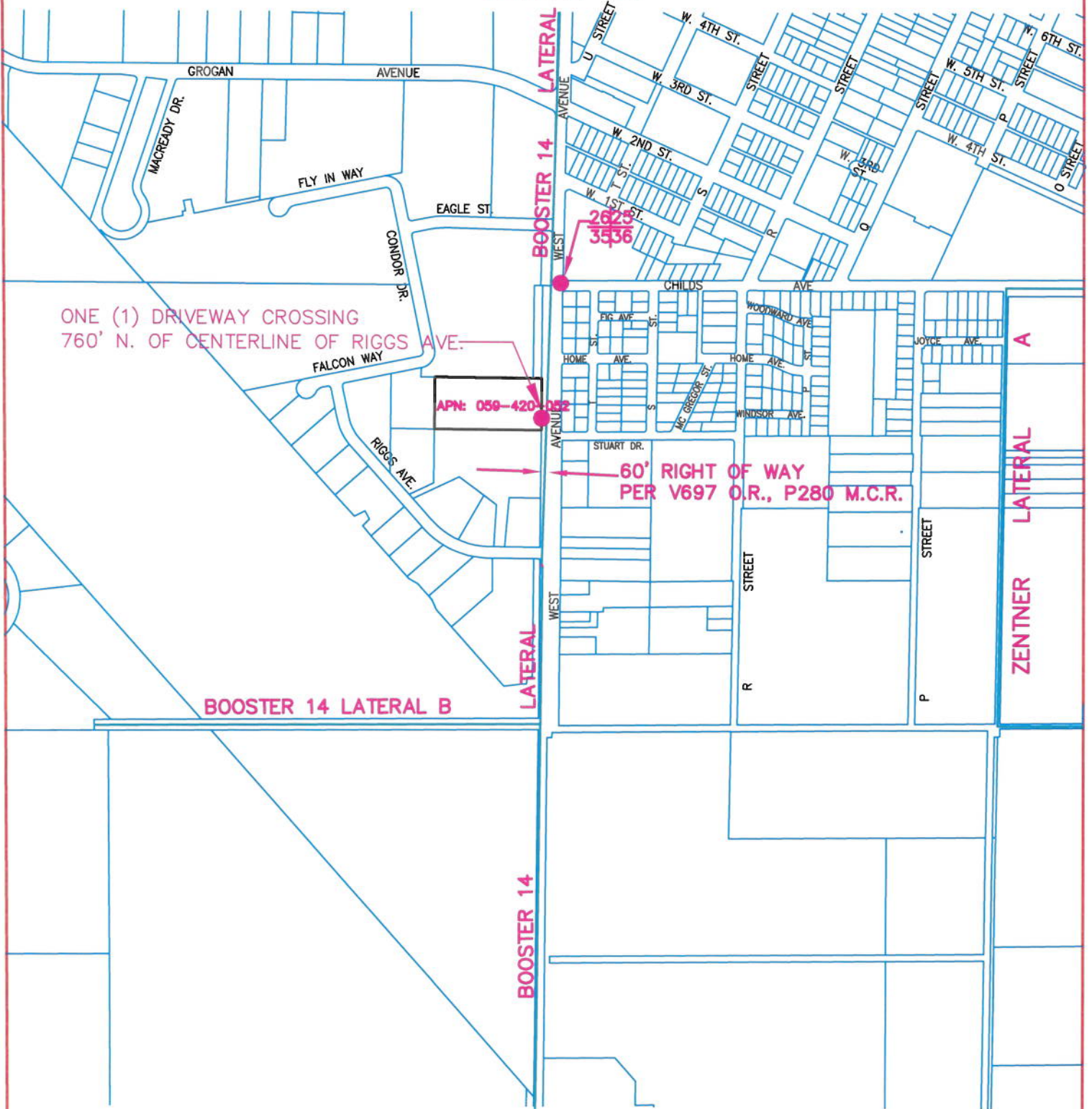
MERCED IRRIGATION DISTRICT

By: \_\_\_\_\_  
Bryan Kelly  
Deputy General Manager, Water Resources

Approved as to form: \_\_\_\_\_  
Phillip McMurray  
General Counsel



EXHIBIT "A"



SEC. 35, T.7 S., R.13 E., M.D.B.& M.

GREY ROBERTS

Date:

03/04/2016

APN

059-420-052

Job No.

15-335



Scale:

1" = 830'

## **EXHIBIT "B"**

The following Merced Irrigation District standard details are by reference made a part of this agreement and are on file at the office of the Merced Irrigation District Engineering Department (MID Job No. 2015-335).

### **Standard Detail Numbers:**



- 501 (1 of 1) – General Notes
- 551 (1 of 2) – Concrete Specifications
- 551 (2 of 2) – Concrete Specifications
- 591 (1 of 2) – Pipeline Trench Detail
- 591 (2 of 2) – Pipeline Trench Detail
- 5xx (1 of 2) – Residential Driveway Crossing Over M.I.D. Pipeline

# EXHIBIT 'B'

## MID NOTES:

1. THE SIGNATURE OF THE MERCED IRRIGATION DISTRICT (MID) ON DRAWINGS CONSTITUTES MID'S APPROVAL OF THE SAME AS TO THE ENGINEERING ASPECTS THEREOF ONLY AND DOES NOT AUTHORIZE, EXPRESSLY OR IMPLICITLY THE CONSTRUCTION OF ANY ASPECT HEREOF OR THE INTERFERENCE WITH ANY PROPERTY, EQUIPMENT, OR INTEREST OF THE MID. NO SUCH CONSTRUCTION OR INTERFERENCE SHALL OCCUR UNTIL THE MID HAS OBTAINED, BY SEPARATE AGREEMENT SUCH AGREEMENTS AS MID DEEMS NECESSARY FOR THE PROTECTION OF ITS FACILITIES.
2. ALL CONSTRUCTION WITHIN THE MID RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE APPROVED DRAWINGS AND THE CURRENT EDITION OF MID STANDARDS AND CALTRANS STANDARD SPECIFICATIONS, AS APPLICABLE.
3. CONSTRUCTION WITHIN THE MID RIGHT-OF-WAY WILL NOT BE ALLOWED DURING THE IRRIGATION SEASON (MARCH 1 TO OCTOBER 31).
4. CONTRACTOR SHALL PROVIDE AN ALTERNATE STORM WATER REROUTE DURING CONSTRUCTION UNLESS DETERMINED OTHERWISE BY THE MID ENGINEER.
5. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
6. MID STANDARD DETAILS MAY REQUIRE MODIFICATIONS BASED ON FOUND FIELD CONDITIONS SUCH MODIFICATIONS SHALL BE REVIEWED AND APPROVED BY THE MID ENGINEER.
7. CONTRACTOR AGREES TO ASSUME SOLE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
8. CAL-OSHA SAFETY REQUIREMENTS SHALL BE IN EFFECT DURING ALL CONSTRUCTION. SPECIAL SAFETY PRECAUTIONS SHALL BE TAKEN WHEN WORKING IN THE VICINITY OF GAS, OIL, OR ELECTRICAL LINES.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH CALIFORNIA GOVERNMENT CODE 4216, AS APPLICABLE. TO OBTAIN A DIG ALERT IDENTIFICATION NUMBER, CALL 800-227-2600 AT LEAST TWO WORKING DAYS BEFORE DIGGING UNDERGROUND.
10. THE MID WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE OBTAINED IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THE PLANS.
11. CONTRACTOR SHALL BE REQUIRED TO HAVE A PRE-CONSTRUCTION CONFERENCE WITH THE MID ENGINEER, PRIOR TO STARTING ANY WORK WITHIN THE MID RIGHT-OF-WAY.
12. EARTHFILL AND SUBGRADES SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION (ASTM D-1557) WITHIN THE MID RIGHT-OF-WAY, UNLESS DETERMINED OTHERWISE BY THE MID ENGINEER.
13. A SET OF APPROVED PLANS SHALL BE ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
14. ANY DAMAGES TO MID FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED IN A MANNER APPROVED BY THE MID ENGINEER AT THE SOLE COST OF THE CONTRACTOR.
15. ANY WORK WITHIN THE MID RIGHT-OF-WAY SHALL NOT BE DEEMED COMPLETE UNTIL THE MID ENGINEERING DEPARTMENT HAS BEEN PROVIDED WITH A SET OF AS-BUILT PLANS IN AUTO CAD R12 AND HARD COPY FORMATS.
16. CONTACT THE MERCED IRRIGATION DISTRICT ENGINEERING DEPARTMENT AT LEAST TWO WORKING DAYS PRIOR TO ANY CONSTRUCTION AND/OR NECESSARY INSPECTIONS. WORK WITHIN THE MID RIGHT-OF-WAY SHALL PROCEED IN A CONTINUOUS MANNER ONCE STARTED. THE MID ENGINEER SHALL BE NOTIFIED OF ANY WORK STOPPAGES. WHENEVER WORK IS TO RESTART, THE MID ENGINEER SHALL REQUIRE AN ADDITIONAL TWO WORKING DAYS NOTICE. THE MID ENGINEER SHALL ALSO BE CONTACTED A MINIMUM OF TWO WORKING DAYS PRIOR TO ALL CONSTRUCTION SCHEDULED ON A HOLIDAY OR WEEKEND. PHONE: 209-722-5761.

STD501.dwg

GENERAL NOTES		MERCED IRRIGATION DISTRICT ENGINEERING DEPARTMENT		
	APPROVED	DESIGNED:	SCALE:	STANDARD DETAIL <b>501</b> SHEET 1 OF 1
	 MGR OF ENGINEERING, WATER RESOURCES	HT	N.T.S.	
	DATE	DRAWN:	DATE:	
		MRS	10/13/03	



ALL CONCRETE SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS LATEST EDITION UNLESS OTHERWISE OUTLINED ON DRAWINGS OR MID STANDARD DETAILS.

UNLESS OTHERWISE NOTED ON PLANS OR IN THE STANDARD SPECIFICATIONS CONCRETE WORK SHALL COMPLY WITH ACI 318 LATEST EDITION.

MINIMUM BAR COVER IS CLEAR DISTANCE BETWEEN SURFACE OF BAR AND FACE OF CONCRETE AND SHALL BE 2 INCHES MINIMUM FOR FORMED SURFACES AND 3 INCHES MINIMUM FOR SURFACES CAST ON EARTH.

PLANS SHALL HAVE A NOTE WITH THE FOLLOWING INFORMATION ON THEM: UNLESS SHOWN OTHERWISE, ALL BAR SPLICES TO BE LAPPED A MINIMUM OF 39 DIAMETERS OF THE REBAR SIZE CALLED OUT ON DRAWINGS. VERTICAL BARS SHALL EXTEND ABOVE THE FLOOR FOR WALL TIE-IN A MINIMUM OF 39 DIAMETERS OF THE REBAR SIZE CALLED OUT ON DRAWINGS.

CONTRACTOR SHALL SUBMIT A MIX DESIGN FOR REVIEW AND APPROVAL BY THE MID ENGINEER PRIOR TO DETERMINING THE CONCRETE PLACEMENT DAY.

**MATERIALS:** CONCRETE 28 DAY COMPRESSIVE STRENGTH TO BE MINIMUM 3,000 PSI. CEMENT SHALL BE ASTM C-150 TYPE II PORTLAND CEMENT AND BE FREE OF LUMPS AND PARTIALLY SET MASSES AND PROPORTIONED TO INCLUDE NOT MORE THAN 7 GALLONS OF WATER PER SACK OF CEMENT AND NO LESS THAN 6 SACKS OF CEMENT PER CUBIC YARD OF CONCRETE. WATER SHALL BE FREE FROM ACID, ALKALI, OILS AND ORGANIC MATTER. AGGREGATE SHALL BE CLEAN, HARD, STRONG AND DURABLE AND FREE FROM DIRT AND OTHER SUBSTANCES DELETERIOUS TO CONCRETE. THE FINE AND COARSE AGGREGATES SHALL BE A WELL GRADED MIX APPROVED BY THE MID ENGINEER. THE MAXIMUM SIZE OF THE AGGREGATE SHALL NOT EXCEED 1 INCH AND CONFORM TO THE REQUIREMENTS OF ASTM C-33. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO THE REQUIREMENTS OF THE CURRENT ASTM A-615 AND SHALL CONFORM TO THE SIZES AND SHAPES SHOWN ON THE DRAWINGS. CONSISTENCY OF THE CONCRETE SHALL ALLOW IT TO BE WORKED INTO PLACE WITHOUT SEGREGATION. SLUMP SHALL BE A MINIMUM OF 2 INCHES AND A MAXIMUM OF 4 INCHES.

USE OF CURING ACCELERATORS AND RETARDANTS SHALL BE APPROVED BY THE MID ENGINEER.

**FORMS:** FORMS SHALL BE BRACED AND/OR TIED TOGETHER SO AS TO MAINTAIN POSITION, SHAPE, AND BE SUFFICIENTLY TIGHT TO PREVENT LEAKAGE OF MORTAR. FORMS SHALL BE THOROUGHLY OILED OR WETTED AND CLEANED OF DEBRIS PRIOR TO PLACEMENT OF CONCRETE. FORM OILS MUST BE APPROVED BY THE MID ENGINEER. FORMS SHALL NOT BE REMOVED UNTIL APPROVED BY THE MID ENGINEER.

NO CONCRETE TO BE PLACED WITHOUT THE MID ENGINEER PRESENT.

THE CONTRACTOR WILL PROVIDE INSPECTION HOLES IN THE FORMS AS DETERMINED BY THE MID ENGINEER FOR CLEAN OUT AND INSPECTION.

THE CONTRACTOR IS TO COMPLETE ALL WORK INCLUDING FORMS, BRACING, REBAR, EMBEDS, CHAMFER STRIPS, AND WATER STOP PRIOR TO REQUESTING FINAL INSPECTION FROM THE MID ENGINEER. THE SCHEDULE OF CONCRETE PLACEMENT SHALL FOLLOW APPROVAL FINAL INSPECTION.

**PLACEMENT:** NO CONCRETE SHALL BE PLACED UNTIL THE SUBGRADE, FORMS AND REINFORCING STEEL HAVE BEEN INSPECTED BY THE MID ENGINEER. ITEMS TO BE EMBEDDED IN THE CONCRETE SHALL BE POSITIONED ACCURATELY AND FIRMLY ANCHORED TO PREVENT DISPLACEMENT DURING THE PLACEMENT OF CONCRETE. ALL REINFORCEMENT AT THE TIME OF PLACEMENT SHALL BE FREE FROM RUST, OIL, GREASE, CONCRETE LAITANCE AND MILL SCALE.



HORIZONTAL CONCRETE SURFACES SHALL BE POURED AGAINST UNDISTURBED EARTH. ALL VERTICAL CONCRETE SHALL BE CONTAINED IN FORMWORKS.

CONCRETE SHALL NOT BE DROPPED MORE THAN FIVE FEET VERTICALLY. SUITABLE EQUIPMENT SHALL BE USED TO PREVENT SEGREGATION. CONSOLIDATION OF ALL CONCRETE SHALL BE ACCOMPLISHED BY MEANS OF INTERNAL MECHANICAL VIBRATORS OR MID PRE-APPROVED EQUIVALENT METHOD.

THE MID ENGINEER SHALL DETERMINE CONCRETE SUITABILITY PRIOR AND/OR DURING PLACEMENT OPERATION.

**CONSTRUCTION JOINTS:** CONSTRUCTION JOINTS SHALL BE PLACED AS SHOWN ON THE PLANS OR AS PRE-APPROVED BY THE MID ENGINEER. JOINTS SHALL BE THOROUGHLY CLEANED AND LAITANCE REMOVED BEFORE A NEW POUR IS MADE. THE MID ENGINEER SHALL INSPECT CONSTRUCTION JOINT PRIOR TO CLOSING FORMS AND SCHEDULING OF CONCRETE PLACEMENT. EACH JOINT SHALL BE WETTED IMMEDIATELY BEFORE THE PLACING OF NEW CONCRETE. SEE MID STANDARD DETAIL 557, CONSTRUCTION JOINT DETAIL.

STD551.dwg

CONCRETE SPECIFICATIONS		MERCED IRRIGATION DISTRICT ENGINEERING DEPARTMENT		
	APPROVED	DESIGNED:	SCALE:	STANDARD DETAIL <b>551</b> SHEET 1 OF 2
	 MGR OF ENGINEERING, WATER RESOURCES	HT	N.T.S.	
	DATE	DRAWN:	DATE:	
		MRS	10/10/03	



**PROTECTION AND CURING:** CONCRETE SHALL BE PREVENTED FROM DRYING FOR A CURING PERIOD OF AT LEAST SEVEN DAYS AFTER IT IS PLACED. EXPOSED SURFACES SHALL BE KEPT CONTINUOUSLY MOIST FOR THE ENTIRE SEVEN DAY PERIOD. MOISTURE SHALL BE MAINTAINED BY SPRINKLING, FLOODING OR FOG SPRAYING OR BY COVERING WITH CONTINUOUSLY MOISTENED CANVAS, CLOTH MATS, STRAW EARTH PER THE MID ENGINEER APPROVAL. FOR FORMED SURFACES, THE PROTECTION MAY BE ACCOMPLISHED BY LEAVING THE FORMS IN PLACE AND KEEPING THEM WET FOR THE ENTIRE CURING PERIOD. IN LIEU OF WATER CURING, THE CONCRETE SHALL BE PROTECTED BY SPRAYING WITH AN APPROVED CURING COMPOUND. THE CURING COMPOUNDS SHALL BE APPLIED IN AN APPROVED MANNER IMMEDIATELY AFTER THE CONCRETE IS FINISHED. ALL SURFACES SHALL BE KEPT MOIST UNTIL THE COMPOUND IS APPLIED. THE CURING COMPOUND SHALL BE APPLIED AT THE MANUFACTURER'S SPECIFIED RATE. THE METHOD OF CONCRETE CURING SHALL BE DETERMINED BY THE MID ENGINEER.

**CONCRETING IN HOT WEATHER:** WHEN CLIMATIC OR OTHER CONDITIONS ARE SUCH THAT THE TEMPERATURE OF THE CONCRETE MAY REASONABLY BE EXPECTED TO EXCEED 90°F AT THE TIME OF PLACEMENT, OR DURING THE FIRST 24 HOURS AFTER THE PLACEMENT, THE FOLLOWING PROVISIONS ALSO SHALL APPLY: THE TEMPERATURE OF THE CONCRETE SHALL BE MAINTAINED BELOW 90°F DURING MIXING, CONVEYING, AND PLACING. THE MID ENGINEER SHALL EXCEPT OR REJECT. METHODS USED SHALL CONFORM TO "RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING", ACI STANDARD 305. IF MOIST CURING IS DISCONTINUED BEFORE THE END OF THE CURING PERIOD, CURING COMPOUND SHALL BE APPLIED IMMEDIATELY.

**CONCRETING IN COLD WEATHER:** PLACE CONCRETE ONLY WHEN NIGHTTIME TEMPERATURES ARE ABOVE 35°F, UNLESS IT IS PROTECTED FROM FREEZING. AFTER PLACEMENT IN FORMS, MAINTAIN CONCRETE AT A TEMPERATURE OF 50°F FOR A PERIOD OF 72 HOURS, AND AT A TEMPERATURE ABOVE 32°F FOR AN ADDITIONAL PERIOD OF 3 DAYS.



**STRUCTURAL BACKFILL:** NO FILL SHALL BE PLACED UNTIL THE CONCRETE HAS ACHIEVED 80% OF ITS COMPRESSIVE DESIGN STRENGTH AND PER APPROVAL OF THE MID ENGINEER.

THE FILL SHALL BE PLACED IN A MANNER TO PREVENT DAMAGE TO THE STRUCTURE AND ALLOW THE STRUCTURE TO GRADUALLY AND UNIFORMLY ASSUME THE BACKFILL LOADS. BACKFILL SHALL MEET 90% MAXIMUM DENSITY ACCORDING TO ASTM D-1557. THE FILL SHALL BE PLACED IN NOT MORE THAN 12 INCH LAYERS. COMPACTION SHALL BE ACCOMPLISHED BY HAND OPERATED TAMPERS OR OTHER ACCEPTABLE MEANS. HEAVY EQUIPMENT SHALL NOT BE OPERATED WITHIN TWO FEET OF ANY STRUCTURE. AFTER COMPLETION OF THE BACKFILL OPERATIONS, THE SURFACE AREA ADJACENT TO AND AROUND THE STRUCTURES SHALL BE GRADED TO CONVEY SURFACE RUNOFF AWAY FROM THE STRUCTURE.

**TESTING:** CONCRETE TESTING SHALL INCLUDE CONCRETE SLUMP (ASTM C-143) AND CONCRETE COMPRESSIVE STRENGTH (ASTM C-31 AND C-39). LANDOWNER/DEVELOPER/CONTRACTOR SHALL PAY FOR THE CURING AND BREAKING COST ASSOCIATED WITH THE REQUIRED CONCRETE CYLINDER SPECIMENS AS DETERMINED BY THE MID ENGINEER.

**FINISH:** ALL EXPOSED CONCRETE EDGES AND CORNERS TO BE CHAMFERED 3/4 INCH. FLOORS OF HYDRAULIC STRUCTURES TO BE LIGHT BROOM FINISH.

STD551.dwg

CONCRETE SPECIFICATIONS		MERCED IRRIGATION DISTRICT ENGINEERING DEPARTMENT	
	APPROVED	DESIGNED: HT	SCALE: N.T.S.
	 MGR OF ENGINEERING, WATER RESOURCES	DRAWN: MRS	DATE: 10/10/03
		STANDARD DETAIL <b>551</b> SHEET 2 OF 2	

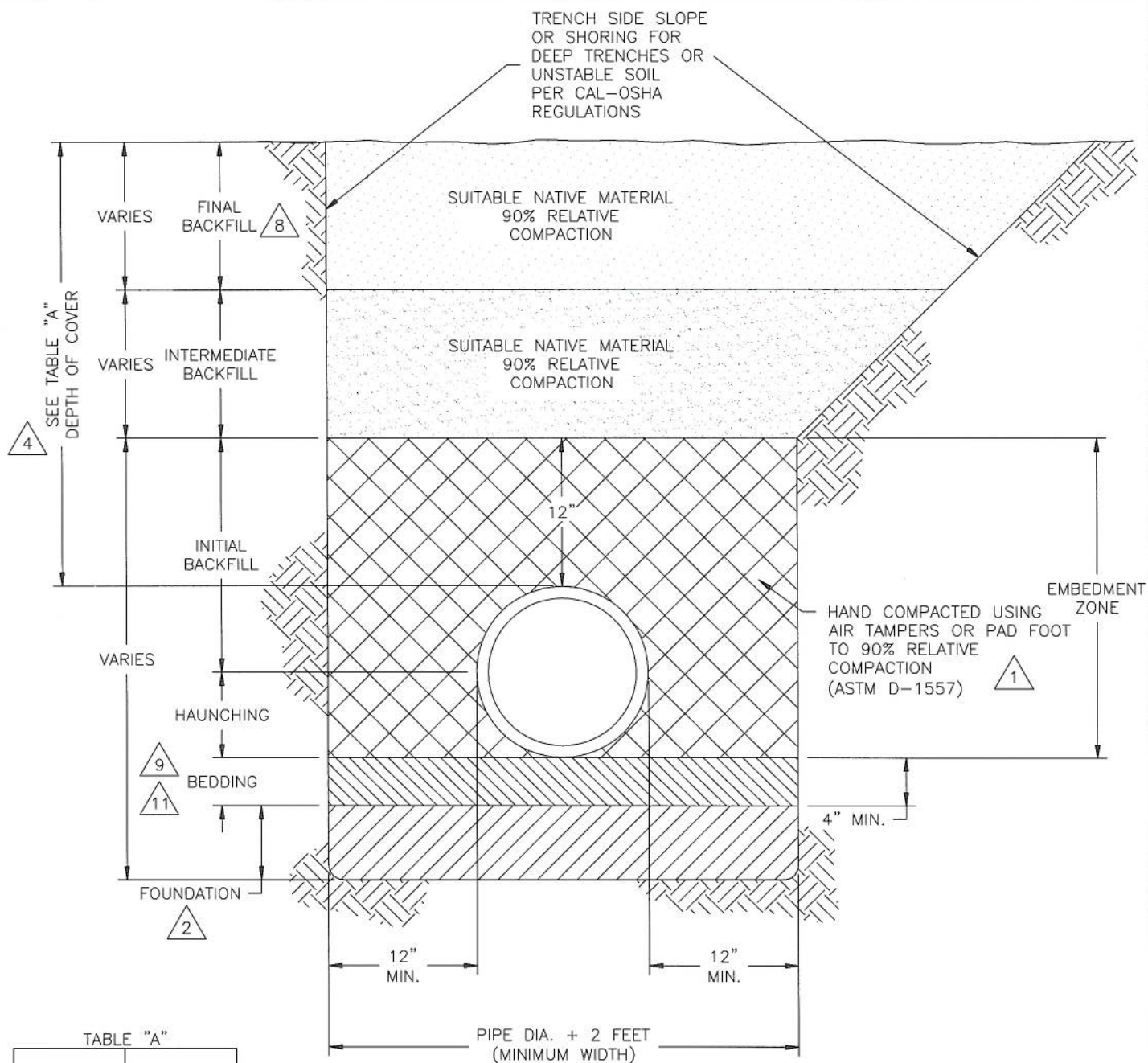


TABLE "A"

PIPELINE TYPE	MINIMUM COVERAGE
CONCRETE	3.0'
PLASTIC	4.0'

NOTE:

SEE SHEET 2 FOR CONSTRUCTION NOTES

STD591.dwg

PIPELINE TRENCH DETAIL

MERCED IRRIGATION DISTRICT  
ENGINEERING DEPARTMENT



APPROVED

MGR OF ENGINEERING, WATER RESOURCES

DATE

DESIGNED:

HT

DRAWN:

MRS

SCALE:

N.T.S.

DATE:

10/06/03

STANDARD DETAIL

**591**


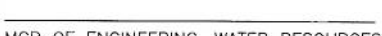
SHEET 1 OF 2



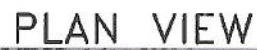
CONSTRUCTION NOTES:

1. COMPACTED EARTHFILL SHALL MEET 90% MAXIMUM DENSITY (ASTM D-1557) AND BE ACCOMPLISHED BY MANUALLY DIRECTED HAND COMPACTORS TO A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE. THE MAXIMUM LAYER THICKNESS SHALL BE 12 INCHES BEFORE COMPACTION.
2. ALL STRUCTURE SUBGRADES TO BE INSPECTED BY THE MID ENGINEER PRIOR TO BACKFILL. SUBGRADES SHALL MEET 90% MAXIMUM DENSITY (ASTM D-1557).
3. EARTHFILL SHALL BE SELECT NATIVE MATERIAL, CONTAIN NO MATERIALS OVER 3 INCHES IN DIAMETER OR LENGTH, AND BE COMPACTED AGAINST UNDISTURBED EARTH. FILL MATERIALS SHALL CONTAIN NO SOD, BRUSH, ROOTS, OR OTHER ORGANIC OR UNSUITABLE MATERIAL.
4. PIPELINE SHALL BE INSTALLED ACCORDING TO MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS. MINIMUM DEPTH OF COVER SHALL BE PER TABLE 'A' EXCEPT IN MID CANAL BANKS WHERE THE MINIMUM DEPTH OF COVER SHALL BE 4 FEET.
5. MID REQUIRED COMPACTION TESTS SHALL BE AT THE LANDOWNER OR DEVELOPER EXPENSE. ANY RETESTS SHALL BE PAID BY THE CONTRACTOR. FREQUENCY AND LOCATION OF THE TESTS TO BE DETERMINED BY THE MID ENGINEER.
6. DEWATERING DUE TO HIGH GROUNDWATER OR CANAL SEEPAGE MAY BE REQUIRED. DEWATERING METHODS SHALL BE APPROVED BY THE MID ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING.
7. TRENCH WIDTHS SHALL BE AS SHOWN UNLESS THE PIPELINE SIZE IS 4 INCHES OR SMALLER, WHERE THE TRENCH SHALL HAVE A 12 INCH MINIMUM WIDTH.
8. FINAL BACKFILL SHALL BE MINIMUM 90% RELATIVE COMPACTION (ASTM D-1557), UNLESS OTHER LOCAL AGENCY STANDARDS DICTATE HIGHER COMPACTION.
9. BEDDING, IF REQUIRED SHALL BE MINIMUM 4 INCHES AS SPECIFIED BY THE MID ENGINEER. BEDDING SHALL CONFORM TO THE SPECIFICATIONS BELOW. SOIL TYPES SHALL BE AS DETERMINED BY THE MID ENGINEER.
  - A) ON SANDY SOIL (BEDDING & HAUNCHING):  
NATIVE MATERIAL, IF SUITABLE, OR SAND AS APPROVED BY THE MID ENGINEER
  - B) ON CLAY SOIL (BEDDING & HAUNCHING):  
SAND OR MID APPROVED NATIVE MATERIAL ONLY SHALL BE PLACED IN 12 INCH LIFTS
10. WATER PACKING OR JETTING SHALL ONLY BE USED ON SOILS APPROVED BY THE MID ENGINEER. WHEN WATER PACKING OR JETTING IS USED, THE AMOUNT OF WATER SHALL BE CONTROLLED TO INSURE THAT POOLING OF EXCESS WATER DOES NOT OCCUR. THE WETTED FILL MUST BE ALLOWED TO REACH OPTIMUM MOISTURE AND THEN MECHANICALLY COMPACTED TO MEET 90% RELATIVE COMPACTION (ASTM D-1557) BEFORE ADDITIONAL BACKFILLING IS DONE. CARE MUST BE EXERCISED TO PREVENT PIPE FLOTATION DURING WATER PACKING OR JETTING. MEASURES MUST BE APPROVED BY THE MID ENGINEER. THIS ITEM DOES NOT APPLY TO PVC OR HDPE PIPELINES.
11. A CLAY PLUG MAY BE REQUIRED UPSTREAM OF EACH MANHOLE, OR AT 400 FOOT INTERVALS. CLAY PLUG SHALL BE A MINIMUM OF 12 INCHES IN WIDTH AND EXTEND A MINIMUM OF 12 INCHES INTO UNDISTURBED TRENCH WALLS, TRENCH BOTTOM AND ABOVE THE TOP OF PIPE.

STD591.dwg

PIPELINE TRENCH DETAIL		MERCED IRRIGATION DISTRICT ENGINEERING DEPARTMENT	
	APPROVED	DESIGNED: HT	SCALE: N.T.S.
	 MGR OF ENGINEERING, WATER RESOURCES	DRAWN: MRS	DATE: 10/06/03
		STANDARD DETAIL <b>591</b> SHEET 2 OF 2	





5xx  
SHEET 1 OF 1

**EXHIBIT “C”**

**PLANS AND SPECIFICATIONS**

The proposed improvements are shown on the plans and specifications entitled:

Civil Improvements for Grey Roberts

West Avenue and Riggs Avenue

Dated: November 2015

Revised: 12/8/15 & 2/12/16

Prepared by:

Golden Valley Engineering

405 West 19<sup>th</sup> Street

Merced, CA. 95340

Including any addendum reviewed and approved by the Merced Irrigation District's Engineer  
and/or the District's Appointee.

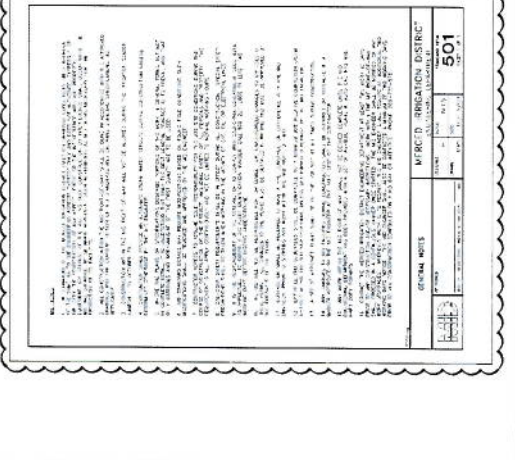
















# EXHIBIT “D”



WATER RESOURCES DIVISION

## SURVEY MONUMENT PRESERVATION

September 28, 2015

In accordance with State law, Merced Irrigation District's (MID) Water Resources Division is responsible for ensuring the protection and preservation of survey monumentation for any land disturbing activity performed or permitted within MID's irrigation facilities. Upon cursory review of your proposed project and based upon the best available information, MID's Water Resources Division has determined that your proposed project has the potential to impact existing monumentation and thus you must comply with that noted herein and attached hereto.

**Legislation changes effective January 1, 2015  
Senate Bill No. 1467, Chapter 400**

### **Section 16: Section 8771(d) of the Business and Professions Code (Land Surveyor's Act):**

- (d) The governmental agency performing or permitting construction or maintenance work is responsible for ensuring that either the governmental agency or landowner performing the construction or maintenance work provides for monument perpetuation required by this section.

Section 8771 mandates that survey monuments at risk of being disturbed by performing or permitting construction or maintenance activities shall be located and referenced prior to construction by or under the direction of a Licensed Land Surveyor or Registered Civil Engineer licensed to practice land surveying in the State of California. If any monument is disturbed by the construction, it must be reset by or under the direction of the above mentioned professional surveyor or civil engineer. A corner record or record of survey must be filed with the County Surveyor in compliance with the Land Surveyors Act and Business and Professions Code Section 8771.

Landowners requesting permission to perform any land disturbing activities within MID's irrigation facilities will be required to designate, at Landowners expense, a Licensed Land Surveyor, or a Professional Engineer authorized to perform Land Surveying in the State of California, as being responsible for all monument preservation efforts and shall complete the form entitled "Monument Preservation Survey-Prior to Construction" prior to the commencement of any land disturbing activities (including demolition). Prior to final acceptance/approval the form entitled "Monument Preservation Survey-Following shall be completed. Please see the attached documentation for clarification.

# EXHIBIT “D”



## MERCED IRRIGATION DISTRICT Monument Preservation Survey – Prior to Construction Revised: September 28, 2015

I, \_\_\_\_\_, a duly Licensed Land Surveyor or a Professional Engineer  
authorized to perform Land Surveying in the State of California, Registration No. \_\_\_\_\_,

hereby certify that I have sufficiently researched and performed any and all necessary field work to provide for adequate monument preservation efforts per Section 8771(a-f) of the Business and Professions Code and accept all responsibility for the monument preservation within the bounds of the construction activity associated with:


I further acknowledge that I am hereby responsible for the Monument Preservation Survey following construction as requested by Merced Irrigation District.

Sign\_\_\_\_\_ Seal

Date\_\_\_\_\_



# EXHIBIT “D”



**MERCED IRRIGATION DISTRICT**  
**Monument Preservation Survey – Following Construction**  
Revised: May 15, 2015

I, \_\_\_\_\_, a duly Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, Registration No. \_\_\_\_\_, hereby certify that I have sufficiently researched and performed any and all necessary field work to provide for adequate monument preservation efforts per Section 8771(a-f) of the Business and Professions Code and accept all responsibility for the monument preservation within the bounds of the construction activity associated with:


I hereby certify that all monuments within the bounds of the above noted construction activity are in the original location or have been reset in accordance with Section 8771(a-f) of the Business and Professions Code.

Sign \_\_\_\_\_ Seal

Date \_\_\_\_\_