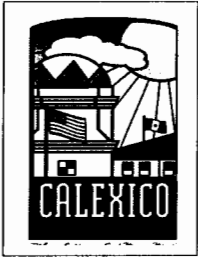


**AGENDA  
ITEM**

**9**



# AGENDA STAFF REPORT

**DATE:** June 2, 2021

**TO:** Mayor and City Council

**APPROVED BY:** Miguel Figueroa, City Manager *MK*

**PREPARED BY:** Best & Krieger LLP, City Attorney

**SUBJECT:** Approval of A Resolution Authorizing the City Manager to Endorse the Consent Agreement with the United States of America, Acting through the Bureau of Reclamation, Contract No. 20-07-34-L2034 and any other Documents as may be Necessary to Fully Execute the Consent Agreement

=====

**Recommendation:**

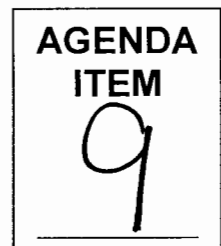
Staff requests that the City Council approve attached Resolution No. \_\_\_\_\_:

A Resolution of the City Council of the City of Calexico authorizing the City Manager of the City of Calexico to endorse the Consent Agreement with the United States of America, acting through the Bureau of Reclamation, Contract No. 20-07-34-L2034 and any other documents as may be necessary to fully execute the Consent Agreement and to take any other actions that may be necessary in furtherance of the Consent Agreement.

**Background:**

The Federal Bureau of Reclamation ("Reclamation") recently performed an inventory of bridges that cross Reclamation facilities pursuant to federal law and regulations. Pursuant to that inventory, Reclamation identified the City as the owner of multiple bridges that cross Reclamation's rights of way for the All-American Canal ("Canal.") The following bridges have been identified ("Bridges"):

Reclamation Bridge Nos. LCYA0024  
LYCA0038  
LYCA0244  
LYCA0245  
LYCA00247  
LYCA0249



To update its right-of-use authorization records and comply with federal inventory requirements, Reclamation provided the City with a Consent Agreement (“Agreement”) (attached hereto) for review and signature. The Agreement authorizes the City to own, use, operate, and maintain the above-noted Bridges within and/or across portions of Reclamation’s Canal. A resolution must accompany the agreement authorizing the City Manager to execute the agreement.

**Fiscal Impact:**

None.

**Attachments:**

1. A Resolution of the City Council of the City of Calexico authorizing the City Manager of the City of Calexico to endorse the Consent Agreement with the United States of America, acting through the Bureau of Reclamation, Contract No. 20-07-34-L2034 and any other documents as may be necessary to fully execute the Consent Agreement and to take any other actions that may be necessary in furtherance of the Consent Agreement.
2. Consent Agreement, Contract No. 20-07-34-L2034.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING THE CITY MANAGER OF THE CITY OF CALEXICO TO ENDORSE THE CONSENT AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE BUREAU OF RECLAMATION, CONTRACT NO. 20-07-34-L2034 AND ANY OTHER DOCUMENTS AS MAY BE NECESSARY TO FULLY EXECUTE THE CONSENT AGREEMENT AND TO TAKE ANY OTHER ACTIONS THAT MAY BE NECESSARY IN FURTHERANCE OF THE CONSENT AGREEMENT**

The City Council of the City of Calexico does resolve as follows:

**SECTION 1:** The City Council finds and declares as follows:

- A. The United States Department of the Interior, Bureau of Reclamation (“Reclamation”) controls the right-of-way over various portions of the All-American Canal (“Canal”) in the City of Calexico and surrounding areas.
- B. Pursuant to a recent inventory performed by Reclamation in accordance with federal regulations and the City’s records,, the City of Calexico is the owner of certain bridges which cross Reclamation’s rights-of-way for the Canal, identified as Reclamation Bridge Nos.: LCYA0024; LYCA0038; LYCA0244; LYCA0245; LYCA00247; LYCA0249 (“Bridges”).
- C. The Consent Agreement provided by Reclamation, Contract No. 20-07-34-L2034, authorizes the City to own, use, operate, and maintain the Bridges.

**SECTION 2:** Authorization. The City of Calexico desires to enter into the Consent Agreement with Reclamation and hereby authorizes the City Manager, or designee, is authorized to take all steps needed to accept the relinquishment, including, without limitation, accepting and executing any other documents and any other actions as may be necessary in furtherance of the relinquishment.

**SECTION 3:** The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calexico this 2nd day of June, 2021.

---

Rosie Arreola-Fernandez, Mayor

ATTEST:

\_\_\_\_\_  
Gabriela T. Garcia, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos, City Attorney

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF CALEXICO

I, GABRIELA T. GARCIA, CITY CLERK of the City of Calexico do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Calexico held on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Calexico, California this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Gabriela T. Garcia, City Clerk

**ORIGINAL**

Contract No. 20-07-34-L2034

1  
2  
3  
4  
5 UNITED STATES  
6 DEPARTMENT OF THE INTERIOR  
7 BUREAU OF RECLAMATION  
8 INTERIOR REGION 8: LOWER COLORADO BASIN  
9 YUMA AREA OFFICE  
10 YUMA, ARIZONA

11  
12 BOULDER CANYON PROJECT,  
13 ALL AMERICAN CANAL SYSTEM,  
14 IMPERIAL DIVISION, CALIFORNIA  
15

16 1. THIS CONSENT AGREEMENT is given this \_\_\_\_ day of \_\_\_\_\_, 2021,  
17 pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation  
18 Project Act of August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and  
19 acts amendatory thereof or supplementary thereto; and the provisions of 43 CFR § 429, between  
20 the United States of America, acting through the Bureau of Reclamation, hereinafter referred to  
21 as "Reclamation," represented by the officer executing this Consent, hereinafter referred to as the  
22 "Area Manager," and the City of Calexico, hereinafter referred to as the "Consentee," with the  
23 concurrence of the Imperial Irrigation District, hereinafter referred to as the "District."  
24

25 WITNESSETH THAT:  
26

27 2. WHEREAS, Reclamation, under the authority of the Act of August 30, 1890, entitled  
28 Rights-of-Way Reserved to United States for Ditches and Canals (26 Stat. 391), holds a reserved  
29 Federal right-of-way for the canal identified as the All-American Canal and associated  
30 appurtenances, hereinafter referred to as the "Canal," a feature of the Boulder Canyon Project,  
31 All-American Canal System, Imperial Division, and identified in Exhibit A, attached hereto and  
32 by this reference made a part hereof; and  
33

34 3. WHEREAS, the United States exercised its reserved right by issuing Rights-of-Way  
35 Notices (Notices) for portions of the Canal described below. The following Notices were issued  
36 to: F.P. and F.B. Preston, dated November 7, 1936 for Parcel 7 and 7A; M.K. Edmunds, dated  
37 August 22, 1936 for Parcel 8; Building and Loan Commissioner, dated October 22, 1936 for  
38 Parcel 8A; M.K. Edmunds, dated October 22, 1936 for Parcel 8B; Pacific Building Loan  
39 Association, dated October 22, 1936 for Parcel 8C; K.R. Edmunds dated September 14, 1936 for  
40 Parcel 10A; and C.C. Smith, et. al., dated December 15, 1938 for Parcel 42C; and  
41

42 4. WHEREAS, the United States exercised its reserved right by providing Notice under  
43 Contract No. I2R-6168 with L.E. Looney, dated June 8, 1936 for Parcel 9; and  
44

45 5. WHEREAS, the aforementioned reserved rights-of-way have been placed under  
46 Reclamation jurisdiction for Reclamation project purposes. Said lands were reserved for project  
47 works for the Canal, all of which are maintained by the District; and  
48

49 6. WHEREAS, Reclamation, on behalf of the United States, granted a right-of-use  
50 authorization to Imperial County, California under Contract and License No. 14-06-303-2683  
51 (Contract) dated December 22, 1967, for the consent to use and maintain multiple crossings over  
52 the Canal, within Imperial County, California. The crossings include locations at Imperial  
53 Avenue East and West, Andrade Avenue, Scaroni Road, and Anza Road; and  
54

55 7. WHEREAS, the Consentee's community growth and development in recent years has  
56 required city annexations and boundary changes, which placed the aforementioned crossing  
57 locations within the Consentee's management limits. Due to the changes of the Consentee's  
58 boundaries, Reclamation has determined these crossings will be removed from said Contract and  
59 incorporated into this Consent to reflect and establish the correct ownership of the crossings; and  
60

61 8. WHEREAS, Reclamation, on behalf of the United States, granted a right-of-use  
62 authorization to the Consentee under Agreement No. 14-06-303-3395 (Agreement) dated  
63 March 13, 1973, to construct, reconstruct, and maintain a vehicular bridge at Rockwood Avenue;  
64 and  
65

66 9. WHEREAS, Reclamation, on behalf of the United States, granted a right-of-use  
67 authorization to the Consentee under License No. 5-07-34-L0913 (License) dated  
68 December 7, 1999, for the widening of the existing bridge referred to as Meadows Road,  
69 currently known as Andrade Avenue; and  
70

71 10. WHEREAS, Reclamation, on behalf of the United States, granted a right-of-use  
72 authorization to the Consentee under Letter of Consent, dated October 26, 2004 issued under  
73 Contract No. 0-07-34-L1373, for the construction, operation and maintenance of a pedestrian  
74 bridge located at Scaroni Road; and  
75

76 11. WHEREAS, pursuant to Title 23 of the Code of Federal Regulations, Part 650 Subpart C,  
77 National Bridge Inspection Standards (NBIS), 1971; revised in December 2004, Reclamation is  
78 required to perform an inventory of bridges that cross Reclamation facilities in order to verify  
79 ownership and determine the appropriate level of inspection to ensure the safety of the bridge  
80 users, and to ultimately prolong the lives of the bridges through an effective operation and  
81 maintenance program; and  
82

83 12. WHEREAS, during the bridge inventory performed by Reclamation, multiple vehicular  
84 bridges, hereinafter referred as Bridges, were identified as located across the Canal at  
85 the aforementioned crossings. The Bridges have been identified as Reclamation Bridge  
86 Nos. LCYA0024/Imperial Avenue West, LCYA0038/Imperial Avenue East,  
87 LCYA0244/Andrade Avenue, LCYA0245/Rockwood Avenue, LCYA0247/Scaroni Road and  
88 LCYA0249/Anza Road; and

89  
90 13. WHEREAS, Reclamation provided the Consentee with Reclamation letter (Letter) dated  
91 February 17, 2015, entitled: "Confirmation of Ownership and Operation and Maintenance  
92 (O&M) Responsibility for Bridges that Cross Bureau of Reclamation Facilities or are Located on  
93 Reclamation Land," which listed the aforementioned Bridges; and

94  
95 14. WHEREAS, the Consentee signed the Letter on April 10, 2015, confirming ownership of  
96 the Bridges, the letter hereinafter described as Exhibit B, attached hereto and by this reference  
97 made a part hereof; and

98  
99 15. WHEREAS, Reclamation has determined that said Bridges are not necessary for  
100 Reclamation project purposes; but are currently used and required by the Consentee and/or its  
101 authorized agents, representatives and residents as ingress and egress to privately and publicly  
102 owned lands, in which there is no other reasonable option for access; and

103  
104 16. WHEREAS, Reclamation and the District have no objection to such use of the Canal's  
105 rights-of-way and use, and the granting of such authorization and right-of-use by Reclamation  
106 and the exercise of such right-of-use by the Consentee under the terms and conditions herein  
107 provided shall be, at this time, compatible with the purpose for which the lands were reserved for  
108 and are being administered by Reclamation on behalf of the United States.

109  
110 17. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained  
111 herein, Reclamation, on behalf of the United States, by this Consent, hereby grants to the  
112 Consentee, except as otherwise provided herein, the following described authorization for the  
113 ownership, use, operation, and maintenance of said Bridges, to wit:

114  
115 18. DESCRIPTION OF PREMISES:

116 San Bernardino Meridian, California

117 LCYA0024/Imperial Avenue West

118 Township 17 South, Range 14 East

119 N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , section 11, portions of.

120 N $\frac{1}{2}$ W $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , section 12, portions of.

121

122

123

124

125 LCYA0038/Imperial Avenue East  
 126 Township 17 South, Range 14 East  
 127 N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , section 12, portions of.

128  
 129 LCYA0244/Andrade Avenue  
 130 Township 17 South, Range 14 East  
 131 N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , section 12, portions of.

132  
 133 LCYA0245/Rockwood Avenue  
 134 Township 17 South, Range 14 East  
 135 N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , section 12, portions of.

136  
 137 LCYA0247/Scaroni Road  
 138 Township 17 South, Range 14 East  
 139 NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , section 11, portions of.

140  
 141 LCYA0249/Anza Road  
 142 Township 17 South, Range 14 East  
 143 SE $\frac{1}{4}$ SW $\frac{1}{4}$ , section 15, portions of.

144  
 145 Said lands are more fully described by location maps contained in Exhibit A and shall hereinafter  
 146 be referred to as the "Premises."

147  
 148 (a) By accepting and signing this Consent, and by using the Premises described herein,  
 149 the Consentee agrees to comply with and be bound by the terms and conditions described or  
 150 referenced herein during all ownership, use, operation, maintenance, termination, and relocation  
 151 (if required and as hereinafter provided) activities of said Bridges.

152  
 153 19. ADMINISTRATIVE COSTS AND USE FEES: In accordance with regulations found at  
 154 43 CFR § 429.26 (a)(9), consideration for this Consent shall be waived.

155  
 156 20. OWNERSHIP OF THE BRIDGES: The Consentee shall at all times and at its sole  
 157 expense, without any expense and/or liability whatsoever to the United States, Reclamation  
 158 and/or the District construct, install, own, operate, maintain, and make necessary repairs to or  
 159 replacements of the Bridges in a manner so as not to interfere with the proper use and operation  
 160 of or cause injury or damage to any property or waters of the United States, property of the  
 161 District, and/or any facilities or project works of Reclamation, and/or the District. The  
 162 Consentee shall reimburse Reclamation and/or the District for all injury or damage to said  
 163 property, waters, facilities, and/or project works arising out of the utilization of the rights granted  
 164 pursuant to this Consent which is caused by the Consentee; and the Consentee shall promptly  
 165 pay any invoice rendered therefore by Reclamation and/or the District.

166

167 21. BRIDGE LISTING AND INSPECTION: The Consentee shall:

168

169 (a) Comply with NBIS procedures, to include bridge inspection and reporting procedures  
170 in compliance with NBIS and 23 CFR § 650, Subpart C, implementing any access restrictions,  
171 and resolving any safety issues in order to safeguard employees and the general public. Any  
172 access restrictions, major structural repairs, removals, and/or replacements must be approved by  
173 Reclamation in advance.

174

175 (b) List the Bridge with the Federal Highway Administration; and

176

177 (c) Provide Reclamation with any and all listing and/or inspection reports. This  
178 requirement also applies to bridges that are closed and then reopened to the public; and

179

180 (d) Complete any and all maintenance, repairs, and/or replacements to the Bridge  
181 required by the Federal Highway Administration and/or Reclamation in a manner satisfactory to  
182 the Federal Highway Administration, Reclamation, and the District.

183

184 22. WATER: Nothing contained in this Consent shall be deemed to entitle the Consentee to,  
185 nor shall be construed as granting any rights to obtain water from the United States, and no wells  
186 shall be constructed or installed on the lands covered by this Consent.

187

188 23. TERM: This Consent, unless terminated sooner as provided for in Article 25 herein, shall  
189 terminate twenty-five (25) years from the date hereof. This Consent may, upon written  
190 agreement of the parties, be extended for an additional twenty-five (25) year term. Any request  
191 for extension shall be filed by the Consentee, in writing, with the Area Manager not less than one  
192 hundred eighty (180) days prior to termination of the Consent.

193

194 24. TERMINATION:

195

196 (a) This Consent shall terminate, and all rights granted to the Consentee hereunder shall  
197 cease, and the Consentee shall quietly deliver to Reclamation possession of the Premises in like  
198 condition as when taken, reasonable wear and tear excepted:

199

200 (1) At the expiration of the term as provided in Article 23.

201

202 (2) For nonuse of the Premises by the Consentee for a period of two (2) years  
203 following the execution of this Consent, at the option of Reclamation.

204

205 (3) After failure of the Consentee to observe any of the conditions of this Consent,  
206 to include payment of any and all sums due to Reclamation as set forth herein, and on the  
207 tenth (10th) day following service of written notice on the Consentee of termination because of

208 failure to observe such conditions. Any notice required by this Article shall be served by  
209 certified mail addressed to the respective post office addresses provided in Article 36, and the  
210 mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be  
211 considered service.

212

213 (4) Reclamation may, at any time and at no cost or liability to the United States,  
214 terminate this Consent in the event of a natural disaster, a national emergency, a need arising  
215 from security requirements, or an immediate and overriding threat to public health and safety.

216

217 (5) Reclamation may, at any time and at no cost or liability to the United States,  
218 terminate any use authorization for activities other than existing authorized private exclusive  
219 recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation  
220 determines that any of the following apply:

221

222 (i) The use has become incompatible with authorized project purposes,  
223 project operations, safety, and security;

224

225 (ii) A higher public use is identified through a public process described  
226 at 43 CFR § 429.32(a)(1) (2016); or

227

228 (iii) Termination is necessary for operational needs of the project.

229

230 (6) Reclamation may, at any time and at no cost or liability to the United States,  
231 terminate this Consent if it determines that the Consentee has used this Consent for any purpose  
232 other than its intended purpose.

233

234 (7) Reclamation may, at any time and at no cost or liability to the United States,  
235 terminate this Consent if the Consentee fails to comply with all applicable Federal, State, and  
236 local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and  
237 directives and standards, existing or hereafter enacted or promulgated, or terms and conditions of  
238 any use authorization, or to obtain any required permits or authorizations.

239

240 (8) Upon the expiration, termination, or revocation of this Consent, if all use fees  
241 and damage claims due Reclamation have been paid, the Consentee may be required, at the  
242 option of Reclamation, to remove any or all of the Bridges placed upon the Premises and shall  
243 restore the Premises to a condition satisfactory to the Area Manager. Should Consentee fail to  
244 remove the Bridges within sixty (60) days of expiration, termination, or revocation of this  
245 Consent, the Area Manager may, on behalf of Reclamation, deny and prohibit any or all access  
246 to the Bridges and Premises. At the option of Reclamation, any remaining Bridges may become  
247 property of the United States or be removed at the expense of the Consentee. The Consentee  
248 shall promptly pay all expenses incurred by Reclamation for removal and restoration upon its  
249 receipt of an invoice for the same.

250  
251 (9) Should this Consent be terminated, Reclamation, reserves the right to bar the  
252 Consentee from the authorization to use Reclamation withdrawn and acquired lands for a period  
253 of time, as determined by the Area Manager.

254  
255 25. TERMINATION OF CONSENT BY THE CONSENTEE: This Consent may be  
256 terminated at any time by the Consentee upon sixty (60) days written notice to Reclamation.  
257 Should the Consentee exercise its option to terminate this Consent, all rights granted the  
258 Consentee hereunder shall cease, and the Consentee shall quietly deliver to Reclamation  
259 possession of the Premises in like condition as when taken, reasonable wear and tear excepted.  
260

261 26. EXCEPTIONS AND RESERVATIONS:

262  
263 (a) Reclamation reserves the right of its/their officers, agents and employees to at all  
264 times have unrestricted access and ingress to, passage over and egress from all of the Premises to  
265 make investigations of all kinds, dig test pits and drill test holes, to survey for and construct  
266 reclamation and irrigation works and other structures incident to federal reclamation projects.  
267

268 (b) The rights granted hereunder shall not be exclusive in character and the Reclamation  
269 reserves to itself, its successors and assigns, the right against the Consentee to use any or all of  
270 the Premises, which are or may be crossed, or upon which irrigation and drainage facilities and  
271 works of Reclamation have been constructed, and to construct, reconstruct, operate and maintain  
272 therein and thereon dams, dikes, canals, waste ways, laterals, ditches, telephone and telegraph  
273 lines, electric transmission lines, roadways and appurtenant irrigation and drainage structures  
274 which may be needed or useful in connection with or as a part of canals, laterals and other  
275 irrigation and drainage facilities without any payment by Reclamation, its successors or assigns  
276 for the exercise of such right. The Consentee agrees that if the construction, reconstruction,  
277 installation, operation or maintenance of any or all of such works of Reclamation, on or across  
278 the Premises described above, should be made more expensive by reason of the existence of  
279 Consentees' Bridge, such additional expense may be estimated by Reclamation whose estimate  
280 shall be final and binding upon the parties hereto, and within thirty (30) days after demand is  
281 made upon the Consentee for payment of any such sums, the Consentee shall make payment  
282 thereof to Reclamation or its successors or assigns constructing such works across, over, under or  
283 upon the Premises.

284  
285 (c) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered  
286 or subordinated by issuance of this Consent and Reclamation reserves the right to issue  
287 additional Consents or other agreements for compatible uses of the Premises.  
288

289 27. TERMS AND CONDITIONS: In the use of the Premises, the Consentee shall faithfully  
290 observe each of the following conditions:

291

292 (a) The Consentee, at its sole expense, shall own, use, operate, and maintain its Bridges  
293 in conformity with normal accepted engineering standards, all applicable regulations of Federal,  
294 State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies,  
295 and directives and standards, existing or hereafter enacted or promulgated, including but not  
296 limited to, those relating to pollution and environmental control.

297

298 (b) All construction, reconstruction, installation, ownership, use, operation, and  
299 maintenance activities undertaken pursuant to this Consent shall be in conformity with the  
300 specifications approved in advance by the Area Manager and the District, and shall be conducted  
301 by the Consentee at all times in a manner satisfactory to the Area Manager and the District. It  
302 shall be incumbent upon the Consentee to obtain a construction encroachment permit from the  
303 District prior to undertaking such installation activities.

304

305 (c) The Consentee shall at all times, and at its sole expense, ensure all equipment  
306 installed, operated, and maintained pursuant to this Consent will be maintained in a safe  
307 condition satisfactory to the Area Manager and the District.

308

309 (d) During construction, reconstruction, installation, ownership, use, operation, and  
310 maintenance activities within the Premises, the Consentee shall carry out proper and efficient  
311 measures wherever and as often as necessary to reduce nuisance by dust, and to prevent dust  
312 which has originated from its operations from damaging any other properties or causing a  
313 nuisance to persons.

314

315 (e) The Consentee shall reimburse Reclamation and the District for any and all costs  
316 and expenses incurred in the defense of any action which challenges the Consentee's use of the  
317 Premises.

318

319 (f) The rights granted by this Consent are subject to any and all applicable Federal,  
320 State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies  
321 and directives and standards, existing or hereafter promulgated, and rights of Reclamation, the  
322 United States, and to existing rights in favor of the public or third parties. The Consentee agrees  
323 that it is its sole responsibility to make whatever arrangements as are necessary to obtain such  
324 rights as may be required of the Consentee from any other party or parties holding any other  
325 interests.

326

327 (g) The Consentee shall not make alteration of said Canal within the Reclamation lands  
328 and/or reserved rights-of-way without prior written concurrence of Reclamation and District.

329

330

331 (h) The Consentee shall ensure that no unauthorized encroachment occurs, and no waste  
332 is committed, on Reclamation lands and/or reserved rights-of-way under this Consent.  
333

334 (i) The Consentee shall ensure the Premises and surrounding area are maintained in a  
335 sanitary condition at all times. All trash and debris shall be removed upon leaving the Premises.  
336

337 (j) The Consentee shall have the right to allow its agents, contractors, and  
338 subcontractors to use Reclamation lands and/or rights-of-way under this Consentee.  
339

340 (k) The Consentee shall not issue or grant easements, rights-of-way, land rights, leases,  
341 licenses, permits, crossing agreements, recreational or special use agreements, and shall not  
342 allow commercial ventures on the Premises. All such use instruments shall only be issued by  
343 Reclamation only.  
344

345 (l) The Consentee shall promptly reimburse Reclamation and/or the District for all  
346 damages to Reclamation lands and/or reserved rights-of-way, waters, facilities, and/or project  
347 works, arising out of the construction, reconstruction, installation, operation, maintenance, use,  
348 termination, or removal by the Consentee of the Consentee's Bridges located on Reclamation  
349 lands and/or reserved rights-of-way under this Consent, provided, however, that if Reclamation  
350 and/or the District does not use the payment to repair such damages, Reclamation and/or the  
351 District shall not recover additional payment for such damages at the time of termination of this  
352 Consent.  
353

354 (m) The Consentee shall not use the Premises or permit the use thereof for any purpose  
355 except as set forth herein.  
356

357 28. SPECIAL CONDITIONS: In use of the Premises, the Consentee shall faithfully observe  
358 each of the following conditions:  
359

360 (a) Any activity related to the Bridges, beyond the Premises is not authorized by  
361 Reclamation or this Consent.  
362

363 (b) Upon termination of this Consent for any reason, the Consentee may be required, at  
364 the option of Reclamation, to remove said Bridges placed in or upon the Premises and shall  
365 restore the Premises to a condition satisfactory to Reclamation.  
366

367 (c) When the said Bridges, existing at the time of execution of this Consent, are  
368 modified and/or replaced, construction plans shall be submitted to Reclamation for review  
369 and approval prior to construction. Additionally, "as built" drawings shall be provided within  
370 ninety (90) calendar days of the completion of the modified and/or replaced Bridge to  
371 Reclamation and the District by the Consentee. The as-built drawings shall depict the  
372 location, elevation and dimensions of the modified and/or replaced Bridge. Said drawings

373 shall be provided to Reclamation in AutoCad Civil 3D 2013 format, or compatible, to include  
374 one (1) 11x17 sized set of drawings, and electronic copy (CD) of the drawings.  
375

376 (1) For any modification and/or replacement of said Bridge, the Consentee must  
377 follow Reclamation's requirements for crossings of its facilities which are found in the  
378 "Engineering and O&M Guidelines for Crossings – Bureau of Reclamation Water Conveyance  
379 Facilities (Canals, Pipelines, and Similar Facilities)" as described and depicted in Exhibit C,  
380 which is attached hereto and by this reference made a part hereof.  
381

382 (2) If the condition of the bridge is known to threaten the operation of a  
383 Reclamation facility, or the bridge presents an immediate danger to the public or operating  
384 personnel, then Reclamation shall notify the Consentee for their attention and correction in a  
385 timeframe that is prompt and mutually agreeable to Reclamation, District and the Consentee.  
386

387 (3) Prior to commencing any construction activities, the Consentee shall obtain the  
388 District's written approval and stipulations as indicated by the District's issuance of an  
389 Encroachment Permit to the Consentee and/or its contractor for the installation of Consentee's  
390 Bridges. Consentee shall ensure coordination with the District prior to commencing any  
391 construction or installation activity, and during all construction, installation, operation,  
392 maintenance, replacement, repair and termination activities of the Consentee's Bridges within  
393 Reclamation's Canal and/or reserved rights-of-way, including inspection as required by  
394 Reclamation and/or the District during and after construction, and shall be conducted in strict  
395 compliance with all stipulations as set forth in said Encroachment Permit.  
396

397 (4) The Consentee shall provide a construction schedule and seventy-two (72) hour  
398 notice to Reclamation prior to the start of any construction activity. Said seventy-two (72) hour  
399 notice shall be provided to Reclamation's Technical Support Office, Construction Services  
400 Group Manager, Mr. Alex Belous, at telephone No. (928) 343-8314 and/or by electronic mail at  
401 [abelous@usbr.gov](mailto:abelous@usbr.gov), so that a Reclamation Inspector can attend any pre-construction meetings and  
402 be on-site during construction and installation activities.  
403

404 (5) The Consentee shall provide a construction schedule and seventy-two (72) hour  
405 notice to the District prior to the start of any construction activity. Said seventy-two (72) hour  
406 notice shall be provided to the District's General Superintendent, Operations and Maintenance,  
407 AAC-River Division, Mr. David Escobar, at telephone No. (760) 339-9747 so that a District  
408 representative can attend any pre-construction meetings and be on-site during construction and  
409 installation activities.  
410

411 (d) In case of emergency involving the Canal, its lands and/or facilities, the Consentee  
412 shall immediately notify Reclamation at telephone No. (928) 343-8100 and the District at  
413 telephone No. (760) 339-9747.  
414

- 415 (e) Reclamation accepts no responsibility for the structural adequacy of the Bridges.  
416
- 417 (f) The Consentee shall be solely responsible for and ensure that appropriate and  
418 necessary traffic signs are installed at regular intervals on the approach to and along the Bridge.  
419
- 420 (g) The Consentee shall be solely responsible for and ensure that the Canal and its  
421 appurtenances are protected during the use, operation, maintenance, and termination activities of  
422 the said Bridges.  
423
- 424 (h) The Consentee accepts all liability for damage to the Canal and will be liable for any  
425 costs associated with repairs of Reclamation facilities, if damaged, due to said Bridges.  
426
- 427 (i) The Consentee shall ensure that any disturbed banks on the Canal are stabilized in a  
428 manner approved by Reclamation and the District, prior to any construction.  
429
- 430 (j) The Consentee shall be solely responsible for, and ensure that, no material of any  
431 kind is discharged into the Canal.  
432
- 433 (k) Reclamation and the District retain all rights previously reserved and the authority to  
434 enter upon the Premises. The Consentee shall ensure that Reclamation and the District continues  
435 to have operational and maintenance access to all Reclamation and District lands and/or  
436 infrastructure.  
437
- 438 (l) The Consentee shall be solely responsible for, and ensure that, Reclamation and the  
439 District have access to the Premises at all times during use, operation, maintenance and  
440 termination activities of the Bridges. Nothing shall prevent Reclamation and/or the District from  
441 construction, operation, maintenance, removal, expansion, improving, relocation and/or  
442 replacement of the Canal and/or Reclamation facilities, or the delivery of water through these  
443 facilities.  
444
- 445 (m) The Consentee acknowledges and agrees that Reclamation and/or the District may  
446 close the Bridges for maintenance activities related to the Canal and related appurtenances, with  
447 reasonable advance notice to the Consentee, as determined by Reclamation and/or the District.  
448
- 449 (n) Reclamation and the District maintain the right to require that Consentee remove the  
450 Bridges if deemed necessary for maintenance or related activities performed within the Canal,  
451 lands and/or facilities.  
452
- 453 (o) The Consentee, at its sole expense, shall own, use, operate and maintain said Bridge  
454 in conformity with all applicable regulations of Federal, State and local regulatory agencies,  
455 including but not limited to, those relating to pollution and environmental control.  
456

457 (p) This authorization to use the Canal reserved rights-of-way will not be construed as a  
458 grant of any permanent right-of-way interest or as abandonment by Reclamation of any rights,  
459 including but not limited to, use and occupancy of the Canal.

460  
461 (q) The rights granted by this Consent are subject to any and all rights of Reclamation,  
462 and to existing rights in favor of the public or third parties. The Consentee agrees that it is their  
463 sole responsibility to make whatever arrangements as are necessary to obtain such rights as may  
464 be required of the Consentee from any other party or parties holding any other interests.

465  
466 (r) Any provider intending to install or construct any utilities and/or other improvements  
467 on the Premises not specifically authorized by this Consent shall make separate application to  
468 Reclamation and/or the District for authorization and right-of-use prior to any construction or  
469 installation.

470  
471 (s) Within ninety (90) days of execution of this Consent, Reclamation requires the  
472 Consentee to furnish Reclamation and the District each with as-built drawings of the existing  
473 Bridges. The drawings shall depict the location, elevation and depth of the existing Bridges,  
474 as installed. Said drawings shall be provided to Reclamation and the District in AutoCAD Civil  
475 3D 2013 format, or compatible, to include one (1) 11x17 sized set of drawings, and electronic  
476 copy (CD) of the drawings

477  
478 (t) In the event the Consentee is not the underlying fee owners of the land encumbered  
479 by Reclamation's rights-of-way, it shall be incumbent on the Consentee to secure permission of  
480 the fee owner(s) for approval to enter upon, cross, or use the land, including the Reclamation  
481 rights-of-way.

482  
483 29. TERMINATION OF CONTRACT: Upon the effective date of this Consent the parties  
484 agree that the aforementioned Agreement, License and Letter of Consent shall be terminated.

485  
486 **GENERAL PROVISIONS**

487  
488 30. HOLD HARMLESS: The Consentee hereby agrees to indemnify and hold harmless  
489 Reclamation, its employees, agents, and assigns from any loss or damage and from any liability  
490 on account of personal injury, property damage, or claims for personal injury or death arising out  
491 of Consentee's activities under this Consent. Additionally, except for acts of negligence, the  
492 Consentee releases Reclamation, its/their officers, employees, successors and assigns from any  
493 and all liability for damage arising from injury to persons or damage to structures, equipment,  
494 improvements or works of the Consentee resulting from the construction, reconstruction,  
495 operations or maintenance of any of the works of Reclamation. Provided, however, that nothing  
496 contained in this clause shall be deemed to modify or limit any liability which may be imposed  
497 by the Federal Tort Claims Act, 28 USC § 2671, et seq. (1970).

499 (a) District: The Consentee shall indemnify, defend, and hold harmless the District its  
500 officers, directors, employees, agents, representatives, successors, and assigns, from and against  
501 all claims, costs, losses, damages, demands, liabilities, and expenses (including, but not limited  
502 to, all fees and charges of attorneys and other professionals, and all court or arbitration or other  
503 dispute resolution costs) of any kind or character arising out of or relating to:

504  
505 (1) any act or omission by the Consentee or its representatives, to include its  
506 employees, agents, contractors, subcontractors, or any other persons directly or indirectly  
507 employed by any one of the foregoing, or reasonably under the control of any of the foregoing,  
508 or for whose acts any of the foregoing may be liable (collectively, "Representatives"), in  
509 connection with the rights granted to Consentee pursuant to this Consent;

510  
511 (2) any violation or alleged violation by Consentee or its Representatives of any  
512 law or regulation now or hereafter enacted;

513  
514 (3) any breach by Consentee of its obligations under this Consentee; and

515  
516 (4) any enforcement by the District of any provision of this Consent; provided,  
517 however, the foregoing indemnification shall not apply to the extent any claim is ultimately  
518 established by a court of competent jurisdiction to have been caused by the gross negligence or  
519 willful misconduct of the District, its officers, directors, employees, agents, representatives,  
520 successors, and assigns.

521  
522 31. DISCOVERY OF CULTURAL RESOURCES: The Consentee shall immediately provide  
523 a verbal notification to Reclamation of the discovery of any and all antiquities or other objects of  
524 archaeological, cultural, historic or scientific interest on Reclamation lands. The Consentee shall  
525 follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours.  
526 Objects under consideration include, but are not limited to, historic or prehistoric ruins, human  
527 remains, funerary objects, and artifacts discovered as a result of activities authorized under this  
528 Consent. The Consentee shall immediately cease the activity in the area of the discovery, make a  
529 reasonable effort to protect such discovery, and wait for written approval from Reclamation  
530 before resuming the activity. Protective and mitigative measures specified by Reclamation shall  
531 be the responsibility of the Consentee.

532  
533 32. CLEAN AIR AND WATER: The Consentee agrees as follows:

534  
535 (a) To comply with all Federal, State, and local requirements of the Clean Air Act  
536 (CAA) and the Clean Water Act (CWA); and

537  
538 (b) To obtain written permission from Reclamation prior to conducting any activities that  
539 require permits, plans, or certificates under the CAA or the CWA; and

540

541 (c) To provide Reclamation with a copy of any correspondence between the Consentee  
542 and any regulatory agency concerning CAA or CWA compliance, including, but not limited to,  
543 copies of permit applications, permits, reports, notices of violation or enforcement actions; and  
544

545 (d) To take immediate and effective action to correct any violation related to the CAA or  
546 the CWA. The Consentee shall provide Reclamation with a narrative description of the  
547 violation, the actions taken by the Consentee, the date the violation began, the date that the  
548 Consentee became aware of the violation and the date that the Consentee returned to compliance.  
549

550 33. HAZARDOUS MATERIALS: In use of the Premises:  
551

552 (a) The Consentee shall not allow contamination or pollution of lands, waters or project  
553 works of Reclamation for which the Consentee has the responsibility for care, operation and  
554 maintenance by its employees or agents and shall take reasonable precautions to prevent such  
555 contamination or pollution by third parties. Substances causing contamination or pollution shall  
556 include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage  
557 effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides,  
558 pesticide containers, or any other pollutants.  
559

560 (b) The Consentee shall comply with all applicable Federal, State, and local law and  
561 regulations and Reclamation instructions, policies, directives, and standards, existing or hereafter  
562 enacted or promulgated, concerning any hazardous material that will be used, produced,  
563 transported, stored, or disposed of on or in lands, waters, structures, facilities, resources and  
564 project works of Reclamation.  
565

566 (c) "Hazardous material" means any substance, pollutant or contaminant listed as  
567 hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act  
568 of 1980, as amended, 42 U.S.C. §§9601-9675, as supplemented and amended, and the  
569 regulations promulgated pursuant to that Act.  
570

571 (d) The Consentee shall initiate emergency measures to protect health and safety and the  
572 environment, if necessary, upon discovery of any event which may or does result in  
573 contamination or pollution of lands, waters or project works of Reclamation, and shall provide  
574 notice of such discovery with full details of the actions to Reclamation's Environmental Planning  
575 and Compliance Group Manager at telephone No. (928) 343-8100. Additionally, all spills  
576 regardless of size shall be reported to Reclamation's Environmental Planning and Compliance  
577 Group Manager. Such notice shall be within a reasonable time period but not to exceed  
578 twenty-four (24) hours from the time of discovery if it is an emergency, and the first working day  
579 if it is a non-emergency. An emergency is any situation that requires immediate action to reduce  
580 or avoid endangering public health and safety or the environment.  
581  
582

583 (e) Violation of any of the provisions of this Article, upon which the Consentee does not  
584 take immediate corrective action, may, as determined by Reclamation, constitute grounds for  
585 termination of this Consent and shall make the Consentee liable for the cost of full and complete  
586 remediation and/or restoration of any lands, waters, structures, facilities, resources, and project  
587 works of Reclamation that are adversely affected as a result of the violation.  
588

589 (f) The Consentee agrees to include the provisions contained in paragraphs (a) through  
590 (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this  
591 Consent.  
592

593 (g) Reclamation agrees to provide information necessary for the Consentee using  
594 reasonable diligence to comply with the provisions of this Article.  
595

596 34. PESTICIDE CONTROL: In use of the Premises:  
597

598 (a) The Consentee shall not permit the use of any pesticides on Federal lands, waters,  
599 structures, facilities, resources, or project works of Reclamation without prior written  
600 authorization from Reclamation. The Consentee shall submit to Reclamation for approval an  
601 Integrated Pest Management Plan (IPMP) thirty (30) days prior to pesticide application.  
602

603 (b) All pesticides used shall be in accordance with the current registration, label  
604 direction, or other directives regulating their use (State Department of Agriculture, Department  
605 of Ecology, OSHA, etc.) and with applicable Reclamation policy and directions and standards.  
606 Applicators will meet applicable State training or licensing requirements. Records maintenance  
607 shall be in accordance with State requirements and furnished to Reclamation not later than  
608 five (5) working days after any application of a pesticide.  
609

610 (c) Any equipment, tools, and machines used for pesticide application shall be in good  
611 repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and  
612 as deemed necessary by Reclamation.  
613

614 (d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter  
615 storm drains, sewers, or other non-target areas.  
616

617 (e) The Consentee shall initiate any necessary measures for containment and cleanup of  
618 pesticide spills. Spills shall be reported to Reclamation and District with full details of the  
619 actions taken. Reporting must be within a reasonable time period. A reasonable time period  
620 means within twenty-four (24) hours of the spill if it is an emergency or by the first working day  
621 if it is a non-emergency. An emergency is any situation that requires immediate action to reduce  
622 or avoid endangering public health and safety or the environment.  
623  
624

625 (f) Aerial application of pesticides is prohibited without prior written consent by  
626 Reclamation.

627 (g) The Consentee agrees to include the provisions contained in paragraphs (a) through  
628 (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this  
629 Consent.

630

631 35. NONDISCRIMINATION: The Consentee hereby agrees as follows:

632

633 (a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352,  
634 78 Stat. 241, as supplemented and amended, which provides that “no person in the United States  
635 shall, on the ground of race, color, or national origin, be excluded from participation in, be  
636 denied the benefits of, or be otherwise subjected to discrimination under any program or activity  
637 receiving Federal financial assistance,” and to be bound by the regulations of the  
638 Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016).  
639 For purposes of this subpart, “Federal financial assistance” shall have the meaning prescribed  
640 to it by 43 CFR § 17.202(h) (2016).

641

642 (b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112,  
643 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the  
644 basis of disability in any program or activity receiving Federal financial assistance. For purposes  
645 of this subpart, “Federal financial assistance” shall have the meaning prescribed to it by  
646 43 CFR § 17.12(e) (2016).

647

648 (c) To comply with the Age Discrimination Act of 1975, as supplemented and amended,  
649 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016)  
650 which are designed to prohibit discrimination on the basis of age in programs and activities  
651 receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this  
652 subpart, “Federal financial assistance” shall have the meaning prescribed to it by  
653 43 CFR § 17.303(h) (2016).

654

655 (d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any  
656 other participant receiving Federal financial assistance hereunder, to comply with the  
657 requirements of these provisions.

658

659 36. NOTICES:

660

661 (a) Any notice, demand, authorization, or request required to be made or given herein  
662 shall be served via hand delivery, with signed receipt of acceptance, or by certified mail  
663 addressed to the respective addresses given herein and the hand delivery or mailing of any such  
664 notice properly enclosed, addressed, stamped and certified, shall be considered service.

665

666

667 (b) Any notice, demand, authorization, or request required by this Consent to be made  
668 or given to or upon Reclamation, or the United States, except as otherwise provided herein, shall  
669 be deemed properly given or made if hand delivered or mailed postage-prepaid, to the  
670 Area Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma,  
671 Arizona 85364.

672  
673 (c) Any notice, demand, authorization, or request required by this Consent to be made or  
674 given to or upon the District shall be deemed properly given or made if hand delivered or mailed  
675 postage-prepaid, to the Imperial Irrigation District, P.O. Box 937, Imperial, California, 92251.

676  
677 (d) Any notice, demand, authorization, or request required by this Consent to be made or  
678 given to or upon the Consentee shall be deemed properly given or made if hand delivered or  
679 mailed postage-prepaid, to City Manager, City of Calexico, 608 Heber Avenue, Calexico,  
680 California 92231.

681  
682 (e) The designation of the person to or upon whom any notice, demand or request is to  
683 be given or made, or the address of such person may be changed at any time by notice given in  
684 the same manner as provided in this Article for other notices.

685  
686 37. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident  
687 Commissioner, and no officer, agent or employee of the Department of the Interior, shall be  
688 admitted to any share or part of this Consent or to any benefit that may arise herefrom, but this  
689 restriction shall not be construed to extend to this agreement if made with a corporation or  
690 contractor for its general benefit.

691  
692 38. COVENANT AGAINST CONTINGENT FEES: The Consentee warrants that no person  
693 or agency has been employed or retained to solicit or secure this Consent upon an agreement or  
694 understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide  
695 employees or bona fide established agencies maintained by the Consentee for the purpose of  
696 securing business. For breach or violation of this warranty, the United States and/or Reclamation  
697 shall have the right to annul this Consent without liability or in its discretion to require the  
698 Consentee to pay, in addition to the right-of-use consideration, if any, the full amount of such  
699 commission, percentage, brokerage or contingent fee.

700  
701 39. ILLEGAL USE: Any activity deemed to be illegal on Reclamation lands, waters, project  
702 works, or facilities, shall be cause for immediate termination of this Consent.

703  
704 40. EFFECT OF CONSENT: This Consent sets forth the intention of the parties as to the  
705 purposes set forth herein and Reclamation makes no other claim or warranty, expressed or  
706 implied, as to the extent or validity.

707  
708

- 709 41. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent  
710 or validity of the grant contained herein.  
711
- 712 42. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver  
713 such other instruments and documents as may be necessary or appropriate to carry out the full  
714 intent and purpose of this Consent.  
715
- 716 43. ARTICLE HEADINGS: The Article headings in this Consent are included only for  
717 convenience and reference and the parties intend that they shall be disregarded in interpreting  
718 this Consent.  
719
- 720 44. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this Consent are  
721 incorporated into this Consent by reference herein and made a part hereof.  
722
- 723 45. SUCCESSORS AND ASSIGNS: This Consent is personal, revocable, and nontransferable  
724 and except as otherwise provided herein, shall not be construed as granting to the Consentee any  
725 permanent right, title, or interest in the Premises, facilities, or project works of Reclamation.  
726 This Consent shall be binding upon and inure to the benefit of the successors and/or assigns of  
727 the parties hereto; provided, however, that no assignment or transfer of any of the rights of the  
728 Consentee hereunder shall be made without the prior written consent of Reclamation.  
729
- 730 46. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a  
731 manner as to be valid under applicable law, but if any provision of this use authorization shall be  
732 deemed or determined by competent authority to be invalid or prohibited hereunder, such  
733 provision shall be ineffective and void only to the extent of such invalidity or prohibition, but  
734 shall not be deemed ineffective or invalid as to the remainder of such provision or any other  
735 remaining provisions, or of the use authorization as a whole.

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

who personally proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Notary Seal)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

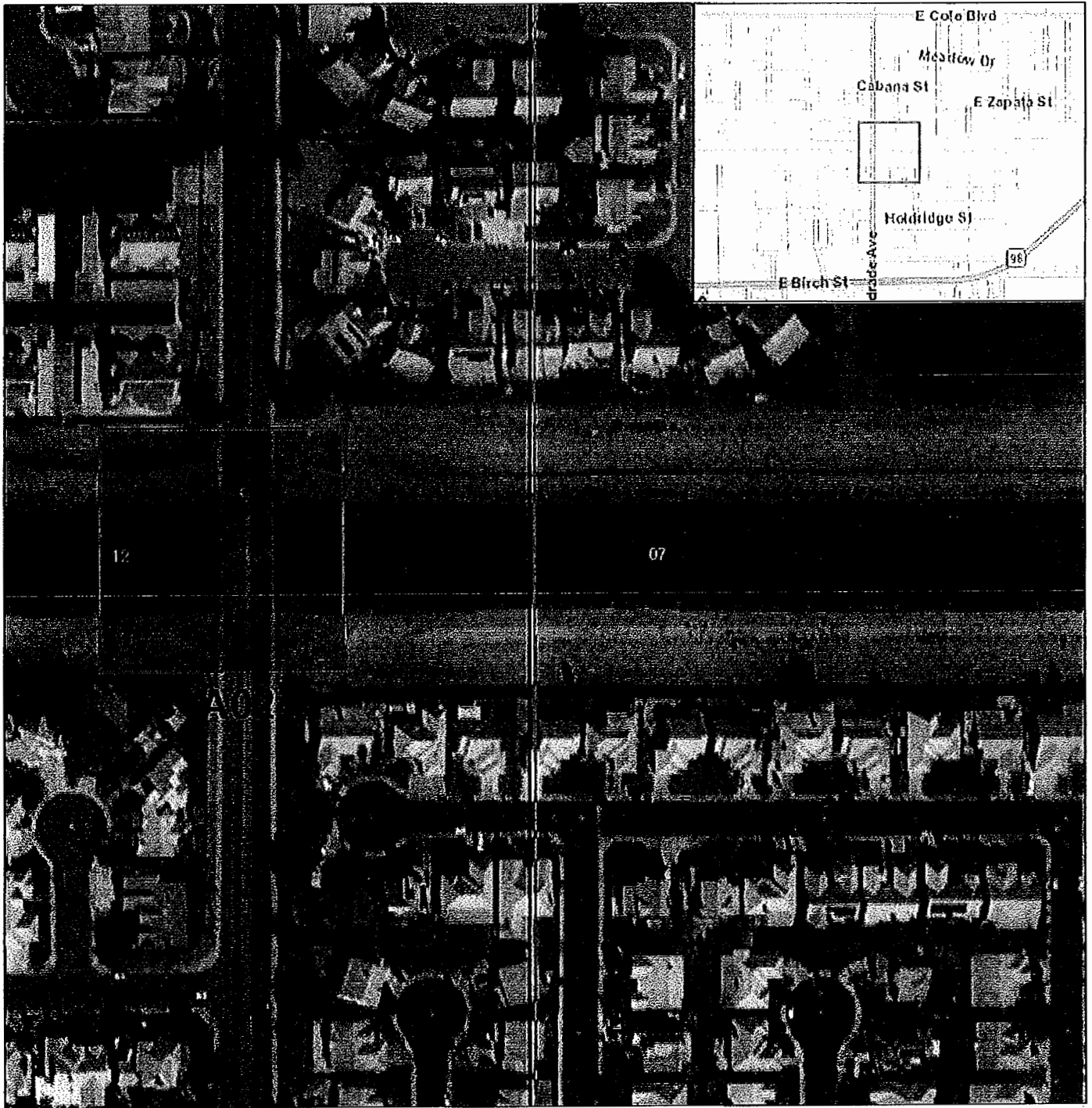
personally appeared \_\_\_\_\_,

who personally proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

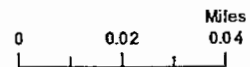
Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Notary Seal)



Legend

- PLSS Township
- PLSS Section
- PLSS Intersected



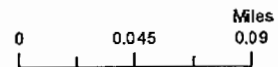
DISCLAIMER: This map and data are provided as-is and are intended for general reference only. None of the parties involved in preparing this map or data contained herein warrant or represent information to be complete and accurate.

Exhibit A - Pages 1 thru 3  
City of Calexico - Bridge Agreement  
Contract No. 20-07-34-L2034



Legend

- PLSS Township
- PLSS Section
- PLSS Intersected



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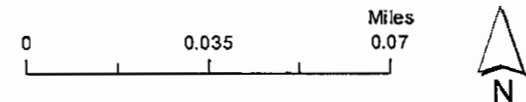
Author: Bureau of Reclamation  
Date: 1/14/2021

# Bridges LCYA: 0247, 0024, 0038, 0245



### Legend

- PLSS Township
- PLSS Section
- PLSS Intersected



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# United States Department of the Interior

BUREAU OF RECLAMATION  
Lower Colorado Region  
Yuma Area Office  
7301 Calle Agua Salada  
Yuma, AZ 85364

**ORIGINAL**

IN REPLY REFER TO:

YAO-2300  
PRJ-15.00

CERTIFIED – RETURN RECEIPT REQUESTED (70122210000130193507)

Mr. Nick Servin  
Public Works Director  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

OFFICIAL FILE COPY - YAO

RECEIVED DATE APR 20 201

File Code PRJ-15.00

Control No. 15010926

Folder No. 1311663-1

Project Name/No.

212

Subject: Confirmation of Ownership and Operation and Maintenance (O&M) Responsibility for Bridges That Cross Bureau of Reclamation Facilities or are Located on Reclamation Land – Amended Inventory List Dated January 15, 2015 (Enclosure 1) – City of Calexico (City) – Boulder Canyon Project, All-American Canal System, California

Dear Mr. Servin:

Thank you for your letter signed November 25, 2014, confirming the City's ownership of the bridges shown on the inventory listing enclosed with our November 18, 2014 letter. As work on the inventory continues, we have identified an additional bridge that appears to be owned by the City. Please replace the inventory list previously sent to you with Enclosure 1.

As stated in the previous letter, our purpose is to confirm that the City is the owner of the Type 3 bridges listed in Enclosure 1 that cross Reclamation facilities or are located on Reclamation land, and is therefore responsible for the inspection and O&M of said bridges. Reclamation will no longer be conducting inspections of the bridges listed in Enclosure 1, except for deficiencies observed during Reclamation's Review of O&M program facilities examinations, from which any identified deficiencies may be transmitted to the City for corrective action.

As explained in Enclosure 1, Type 3 bridge inspection procedures must be conducted in accordance with the National Bridge Inspection Standards (NBIS) and must meet all the requirements set forth in 23 CFR Part 650, Subpart C, NBIS. In general, Type 3 bridge inspection requirements include load rating certification, inspection by a qualified bridge inspector, inspection report, and submittal of inspection data to the Federal Highway Administration for inclusion in the National Bridge Inventory.

As the owner of Type 3 bridges on a Reclamation facility or located on Reclamation land, the City is responsible for complying with the NBIS, implementing any access restrictions, and resolving any safety issues in order to safeguard employees and the general public. Please note that any access restrictions, major structural repairs, removals, and/or replacements must be approved by Reclamation in advance. Enclosure 2 is a Standard Form 299, *Application for Transportation and Utility Systems and Facilities on Federal Lands*, and should be used to initiate Reclamation's review and prior approval for those activities, except in the event of an emergency, in which case closures and/or repairs should be reported to Reclamation within 10 business days.

Bridge Inventory and Inspection Program

Exhibit B - Pages 1 thru 4  
City of Calexico - Bridge Agreement  
Contract No. 20-07-34-L2034

Subject: Confirmation of Ownership and O&M Responsibility for Bridges that Cross Reclamation Facilities or are Located on Reclamation Land – Amended Inventory List – City of Calexico

I have reviewed and concur with this letter and Enclosure 1.

Nick Servin  
Nick Servin, Public Works Director  
City of Calexico

4/10/15  
Date

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Imperial

On 4/10/15 before me, V. Luna-Alvarado, Notary Public,  
(Here insert name and title of the officer)

personally appeared Nick Servin,

who personally proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



# RECLAMATION

*Managing Water in the West*

## Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities  
(Canals, Pipelines, and Similar Facilities)



U.S. Department of the Interior  
Bureau of Reclamation  
Technical Service Center  
Denver, Colorado

April 2008

Exhibit C - Pages 1 thru 47  
City of Calexico - Bridge Agreement  
Contract No. 20-07-34-L2034

# **Engineering and O&M Guidelines for Crossings**

**Bureau of Reclamation Water Conveyance Facilities  
(Canals, Pipelines, and Similar Facilities)**

## Acronyms and Abbreviations

AASHTO	American Association of State Highway and Transportation Official
AOE	authorized operating entity
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CPS	cathodic protection system
DOT	Department of Transportation
HDD	horizontal directional drilling
kV	kilovolt(s)
MERL	Materials Engineering and Research Laboratory
O&M	operations and maintenance
Reclamation	Bureau of Reclamation
ROW	right-of-way
WB-67	67-foot wheelbase

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## **1.0 PURPOSE**

These are general guidelines for Bureau of Reclamation (Reclamation) offices to follow when reviewing the engineering and operations and maintenance (O&M) factors in outside entity requests for authorization to cross (encroach upon) Reclamation lands that contain project features such as levees, canals, pipelines, or other water conveyance facilities owned or administered by Reclamation. These guidelines include a general overview of the permitting process administered by Reclamation Lands Groups for allowing a particular use on lands where Reclamation holds a fee or an easement right-of-way interest. These engineering and construction recommendations are minimum guidelines for engineers to use in reviewing and evaluating these portions of the applications.

## **2.0 GENERAL PERMIT INFORMATION**

Applicants requesting to cross any Reclamation land, facility, or water body must obtain a written land use authorization from Reclamation. Requirements for obtaining a use authorization to cross Reclamation project land and water surfaces are in the Code of Federal Regulations (CFR) at 43 CFR 429 and Reclamation Manual LND 08-01. The applicant must complete the *Standard Form (SF) 299*, "Application for Transportation and Utility Systems and Facilities on Federal Lands," or similar forms in use at the local Reclamation office. The form can be obtained by contacting the involved Reclamation office, or it can be accessed electronically at Reclamation's Web site at: <<http://www.usbr.gov/pmts/lands>>.

Applicants can contact their local Reclamation office to discuss their proposed use before filing an application for a use authorization.

## **3.0 ENGINEERING AND O&M REVIEW CONSIDERATIONS**

### **3.1 Introduction**

Technical review of the crossing evaluates impacts on any existing Reclamation facility and does not determine the adequacy of the crossing design for the applicant's intended purpose.

The use authorization or consent document specifies criteria which, if followed, would not be deemed unreasonable interference. These review guidelines are strictly limited to those criteria which:

## Engineering and O&M Guidelines for Crossings

3. When applications are requesting public use of trails and maintenance roads adjacent to or crossing Reclamation canals, these facilities should be fenced for safety to separate them from open canal water, except when Reclamation's ROW is used as a greenbelt and the applicant accepts legal hazard responsibility. Trails and maintenance roads should be fenced on an as-needed basis whenever such fencing is warranted for public safety, restricted access, security, etc. If a fence is allowed within Reclamation's ROW, Reclamation should approve the fence materials. Any gates allowed within Reclamation's ROW should be at least 16 feet wide. Reclamation will be provided with full access through any fences or gates.
4. Prior to construction of any structure that encroaches within a Reclamation pipeline or canal ROW, a "pothole excavation" should be made to determine the locations of any existing Reclamation and non-Reclamation facilities and their appurtenant features that may be affected. Potholing is the practice of digging test holes to expose underground utilities to determine the horizontal and vertical location of the utility.

All work within 18 inches of the facility should be done using hand-held tools only. The excavation should be made by or in the presence of Reclamation and/or AOE personnel. The presence of a Reclamation and/or AOE inspector may be required throughout the excavation process, but this presence in no way relieves the applicant or their contractor of responsibility.

The resultant elevation information should be delineated on the profile view and labeled as:

**POTHOLED ELEVATION XX.X**  
Surface Elevation XX.X

The pothole excavation should be filled in, or a safety fence installed, prior to departing the site each day.

5. If Reclamation facilities need to be modified to avoid adverse impacts from the applicant's crossing facility, the applicant should be responsible for the cost of such modifications.

## Engineering and O&M Guidelines for Crossings

The applicant and/or their contractor may be liable for all damages to Reclamation facilities and appurtenances as a result of construction and for any other damages or losses suffered by Reclamation or its water contractors, including power, irrigation, municipal and industrial water supply, and communication losses.

10. Trench excavation should comply with the most current Occupational Safety and Health Administration standards or Reclamation Health and Safety Standards, whichever are more stringent. Trench backfill should be placed in 4- to 6-inch lifts if hand compacted or no more than 8-inch lifts if power compacted. Trench backfill within Reclamation's ROW should be compacted to 95 percent relative compaction (ASTM D 698, Standard Proctor) (or 90 percent of ASTM D 1557). Mechanical compaction using heavy equipment (greater than 2,000 pounds) should not be used within 18 inches of the Reclamation pipeline. Flowable fill (or controlled low strength material) should be substituted for compacted pipe embedment under canals and may be used when crossing pipelines.
11. Erosion control measures, including re-vegetation, should be implemented after completing construction.
12. If existing drainage features are to be modified during construction, detailed drawings showing the proposed drainage replacement/restoration should be submitted with the application for review and approval. The applicant is responsible for the care and handling of storm water runoff both during and after construction.
13. The applicant should not divert surface runoff<sup>3</sup> toward Reclamation canal or canal embankments. The 100-year storm<sup>4</sup> surface runoff should use detention basins outside of Reclamation's ROW. Lined drainage channels should be designed to transfer flow from the detention basins to the existing cross drainage facilities that drained the original area. Also refer to "4.4 Storm Water Cross Drainage."
14. Proposed temporary or permanent modifications to the existing cover over Reclamation pipelines should be subject to review and approval by Reclamation and/or AOE. Design parameters for roadway, parking lot, and driveway crossings over the pipe should also be subject to review and approval by Reclamation and/or AOE.

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<sup>3</sup> Subdivision or commercial development on the uphill side of canals that pave large areas and have large roof areas will greatly increase peak storm runoff—most city development requires retention basins. Applicants should provide the same retention basins that are required for similar development projects.

<sup>4</sup> Revise per Reclamation field office for specific canal if a higher storm frequency is required.

- c. For sewer and storm drain lines, the warning tape should be a 3-inch-wide green detectable tape imprinted with “CAUTION BURIED (type) LINE.”
- d. For gas, oil, and steam chemical lines, the warning tape should be a 3-inch-wide yellow detectable tape imprinted with “CAUTION BURIED (type) LINE.”
- e. For telecommunications, telephone, and television conduit(s), the warning tape should be a 3-inch-wide orange detectable tape imprinted with “CAUTION BURIED (type) CONDUIT.”
- f. For electrical, street lighting, and traffic signal conduit(s), the warning tape should be a 3-inch-wide red detectable tape imprinted with “CAUTION BURIED (type) CONDUIT.”

## **4.0 SPECIFIC FEATURE REVIEW GUIDELINES**

### **4.1 Bridges**

- 1. New bridge crossings (vehicular, pedestrian, and utility) should be perpendicular (between 70 and 90 degrees) to the centerline of the water conveyance facility and at locations approved by Reclamation and/or the AOE. Exceptions to the policy may be considered on an individual basis.
- 2. Public use bridges in urban areas should be spaced no closer together than 1/3 mile (about 4 blocks or 1,700 feet) apart. This is to ensure O&M operations are not overly restricted.
- 3. Bridge crossings should be of free span design. Consideration of any anticipated (known or ongoing) canal subsidence issues, anticipated raising of the canal lining, or anticipated increases in the canal's high water level should be made. The minimum vertical clearance between the bottom of the superstructure and the top of the canal lining should be 3 feet. For unlined canals, the vertical clearance may be measured to the high water level. If this minimum clearance is reduced by subsidence or by future Reclamation modifications to the canal lining, the minimum clearance should be re-established at the applicant's expense. The minimum horizontal clearance from the face of the abutment to the top of the canal lining should be 5 feet. For unlined canals, the horizontal clearance may be measured to the high water level.

## Engineering and O&M Guidelines for Crossings

- A list of material, equipment, and personnel with qualifications to be used during mitigation work
  - A seal from a Professional Engineer on all relevant plans and drawings
6. The submitted plan drawings for the bridge should contain the following information:
    - a. Superstructure, abutments, railings, embankments, and drainage, including details and sections
    - b. Type of materials (concrete, steel, timber, etc.) used for different members
    - c. Details of cast-in-place foundation piles, if any, on both sides of the canal
    - d. The elevation of the bottom of the superstructure and the clearance between the top of the canal lining (or high water level if unlined canal) to the superstructure or bottom of deck slab, whichever is lowest
    - e. Design loadings
    - f. Design standards on which the bridge is based (AASHTO, etc.)
  7. The calculations and specifications for the bridge should be submitted to Reclamation and/or AOE for review.
  8. The right lane turn radius from the new road onto a Reclamation operating road should comply with the provisions of a 67-foot wheelbase<sup>5</sup> (WB-67) truck turning template in the AASHTO manual on Geometric Design of Highway and Streets.
  9. Details of any proposed utilities to be attached to an existing bridge include:
    - a. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

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<sup>5</sup> The field office should adjust these provisions according to anticipated needs.

3. The following may apply within Reclamation's ROW:
  - a. The easement may be used as a greenbelt upon Reclamation approval.
  - b. Ground cover and shrubs are permitted upon Reclamation approval.
  - c. Trees and vines should not be allowed. See Appendix B of *Review of Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).
4. All temporary or permanent changes in ground surfaces within Reclamation pipeline and canal ROW are considered encroaching structures and are handled as such. Earthfills and cuts on adjacent property should not encroach onto Reclamation pipeline and canal ROW. Excavations of adjacent property (even property not within Reclamation's purview) within the projection of the Reclamation embankment line may impact embankment stability and should be evaluated.
5. Permanent landscaping structures should not be allowed within the exterior limits of a Reclamation linear facility ROW (fee owned or easement).
6. Pressurized lawn and park sprinkler irrigation lines (3-inch maximum size) and isolation valves within Reclamation easements that run parallel to a Reclamation pipeline should be installed at least 15 feet from the edge of the Reclamation pipeline.

Irrigating lawns and flower beds along canal embankments should not overwater the area or threaten the embankment stability.

### 4.3 Roadway Crossing

*Note:* This type of encroachment also includes parking areas and recreational trails.

1. The applicant should submit a grading plan as part of the application.
2. If the roadway crosses a Reclamation pipeline system that has a cover pipe designation of "A," refer to "3.2 General."

## Engineering and O&M Guidelines for Crossings

4. Urban runoff should not be allowed to enter into, or drain onto, Reclamation's land. All flows generated outside Reclamation's ROW should enter the storm drain system prior to entering Reclamation's ROW. Piped connections are preferred, but concrete-lined channels may be acceptable upon Reclamation's review.
5. The new crossing under a canal should be designed with 3 feet vertical clearance from the top of the cross drainage structure to the bottom of the canal (or liner). The structure should extend completely across Reclamation's ROW.
6. New overcrossings of the canal should have 2 feet of vertical clearance from the top of the liner and 2 feet of horizontal clearance from the support abutments to the outside edge of the canal lining. The O&M road crossing of the cross drainage structure should be structurally capable of withstanding highway-legal vehicle loadings and provide at least 1 foot of cover in the roadway.
7. Pipe crossing barriers should be installed on all pipe overcrossings.
8. All drainage flow should be discharged to a downstream storm drainage system owned, operated, and maintained by a public agency (such as a city or county) or into areas such as channels, roadways, parks, wetland basins, or other non-private lands that can accept the concentrated flows from the drainage crossing.
9. All drainage from upland property should be collected by the applicant's installed system of curbs and inlets within their property and discharged into a non-Reclamation public agency's drainage system.
10. New drainage system designs will not use ponding against the existing canal embankment for temporary detention of storm runoff that will not immediately pass through existing or new crossings.

Proposed permanent detention facilities adjacent to Reclamation's property should include engineered fill beyond the canal ROW to provide, at a minimum, a fill-width maintenance access roadway between the canal property and the basin. The applicant shall submit a geotechnical report verifying that the canal embankments can perform as detention basin embankments. The design should provide for sufficient freeboard to contain the 100-year event within the proposed basin adjacent to Reclamation's property and shall have adequate protection from seepage and erosion.

The ownership and related O&M of the embankments shall be the responsibility of the applicant requesting the crossing.

## Engineering and O&M Guidelines for Crossings

- b. Upon completion of grading for drainage and other work, fencing should be installed along the subdivision's boundary length of the adjacent ROW plus 150 feet beyond the development's property boundary. The fence should be per project standards and at the applicant's expense.
  - c. The new fence should be located 1 foot outside of Reclamation's ROW. The fence location should be shown on the improvement plans.
4. Use of Reclamation pipeline easements as part of residential subdivision lots should not be allowed. Pipeline easements may be included within the subdivision greenbelt or similar use areas.
5. Drawings should include all proposed improvements (i.e., streets, utilities, landscaping, etc.) within, and adjacent to, Reclamation's ROW.
6. Trees or vines should not be allowed within a Reclamation pipeline or canal ROW. See Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).
7. Streets, roads, or parking areas using Reclamation easements may be permissible. All streets, roads, and parking surfaces should be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.
8. Where fencing is proposed within Reclamation easements, a minimum 16-foot-wide gate should be provided for Reclamation access.
9. Pipelines containing sewage, oil, gasoline, natural gas, or hazardous materials should only cross perpendicular (between 70 and 90 degrees) to the Reclamation pipeline or canal and be installed with the necessary safety measures and separation clearance as required in "4.6 Utility Crossing."
10. Electroliers, posts, etc., should be installed at the maximum distance possible from the edge of the pipeline or canal.
11. If crossing a Reclamation pipeline system that has "A" cover pipe designation, refer to recommendations in "3.2 General."

3. A marker warning sign should be provided that shows the clearance and electrical line voltage. The warning sign should face oncoming traffic and state, **"DANGER, HIGH VOLTAGE OVERHEAD."**

#### 4.6.3 Utility Crossing Reclamation's Canal

Utility crossings include open ditch laterals, subsurface and surface drains, levees, and similar facilities.

##### General Requirements:

1. Utilities crossing Reclamation canals should be designed to cross perpendicular (between 70 and 90 degrees).
2. Pier construction in the canal for new utility crossing(s) should not be allowed. New utility crossings should be free span design.
3. Open cut crossings of Reclamation canals and ditches, when allowed, should require replacing linings to re-establish the original construction style and materials (i.e., disturbed concrete lining panels should be removed in their entirety and replaced, membrane lining and earth or concrete protective cover should be re-constructed, gravel and canal under-drainage systems should be re-established to full working order, etc.) Proposals should be submitted for approval with the crossing permit application.
4. For trench excavation and backfill requirements, refer to "3.2 General."
5. Boring and jacking of a utility through canal embankments or protective levees should not be permitted. Boring and jacking of a utility should be constructed through the embankment foundation materials. Applicants should make special design and construction considerations with bored crossings under canals containing water during construction. Among these should be using proper bentonite slurry to seal the annulus space between the utility conduit and the boring cavity from canal seepage. Refer to appendix A for more details to be considered.

The applicant's drilling plan should cover:

- a. Drilling methods and equipment
- b. Methods for preserving existing foundation material
- c. Methods and equipment to determine the presence of quick soil conditions or scouring and caving

## Engineering and O&M Guidelines for Crossings

- (f) Grouting of the pipe annulus
- (g) Backfilling of any excavated areas
- (h) Repair and reinstatement of the construction staging areas

A geotechnical report should be submitted with the application for review prior to approval of the proposed utility crossing.

Directional drilling under a canal may be considered if a minimum clearance of 25 feet to the bottom of the canal lining is maintained for utilities with less than a 24-inch outside diameter. Larger utility crossings should be considered on an individual basis and may require additional clearance from the bottom of the canal lining.

7. Cut and cover constructed utilities under Reclamation canals should have a minimum cover of 36 inches when within Reclamation's ROWs. Bored construction utilities should have a minimum of 3 diameters cover.
8. Reclamation's ongoing O&M activities should not be disrupted during crossing construction. The primary or secondary operating road should be kept available for Reclamation use at all times.
9. Canal embankments should be re-built or repaired with materials and standards equal to or better than the existing embankments.
10. Drawings should be stamped and signed by a Professional Engineer and contain the following information:
  - a. Canal milepost or station at each proposed crossing, utility size and location, and type of utility or material transported
  - b. Maximum utility operating pressure, type of pipe, joints, wall thickness, maximum test pressure, and description of test procedures
  - c. Type of sleeve/casing (when allowed) including diameter, joints, and wall thickness
  - d. For utilities attached to a bridge or an overchute, details showing the structure name, superstructure, abutments, embankments, protective dikes, method of attachment, spacing of utility supports on the structure, location of other attached utilities, and structural calculations

**Attaching Utilities to Bridges and Overchutes:**

*Note:* Reclamation does not guarantee the long-term availability of bridges or overchutes as support devices for utility crossings because they may require structural modifications or alterations to accommodate widening, repairs, subsidence offsets, etc., to such an extent that service may be interrupted or stopped. Reclamation may determine the bridge is no longer required and may remove it. In that event, the owner/operator of each utility attached to a bridge or an overchute may be required to re-locate or permanently remove their utility at their own expense.

Specific details for attaching utilities to bridges are:

- a. Utilities should not be placed on the bridge deck.
- b. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.
- c. Utilities should be placed and anchored under bridge decks between girders and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.
- d. If an expansion joint is used in the pipeline, it should be placed near the bridge deck expansion joint.
- e. Holes through bridge concrete or abutment and retaining walls for passage of utilities may be allowed and should be core drilled. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.
- f. Calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge should be submitted for Reclamation review.
- g. Intermediate supports for the utility should withstand the seismic conditions of the bridge.

**4.6.4 Utility Crossing Reclamation's Underground Pipelines**

1. The applicant should submit the procedures, excavation plans, schedules, as well as type and weight of the construction equipment to be used for crossing the Reclamation pipeline.

7. Detectable warning tape may be required over trenched utilities. (Refer to “3.3 Detectable Warning Tape.”)
8. For trench excavation and backfill requirements, refer to “3.2 General.”
9. Embankments should not be permitted within Reclamation’s ROW where underground pipeline exists.

#### **4.6.5 Utility Crossing Under Reclamation’s Roadways**

1. The applicant should supply typical cross sections that show existing ground surface elevations, utility trench invert elevations, and utility details.
2. For trench excavation and backfill requirements, refer to “3.2 General.”
3. Conduits with diameters up to 24 inches should be bored and jacked underneath pavements. Larger conduits may be considered on an individual basis. Pavement or road surfaces should not be cut unless an acceptable detour, if required, is approved. The cover over the conduit(s) when within Reclamation’s ROWs should be a minimum of 36 inches. (Refer to “3.2 General.”)
4. Unless otherwise approved, the applicant should replace existing Reclamation roads and parking surfaces that are removed or damaged by the applicant’s construction activities in accordance with provisions in the latest edition of the applicable State DOT Standard Specifications.
5. If existing road embankments are to be widened, the work should be conducted in accordance with the provisions of embankment construction in the applicable State DOT Standard Specifications.
6. Detectable warning tape may be required over buried utilities. (Refer to “3.3 Detectable Warning Tape.”)

## **5.0 CATHODIC PROTECTION REQUIREMENTS**

### **5.1 Cathodically Protected Metallic Pipelines**

Unless approved in writing by Reclamation, metallic pipelines or those containing metallic reinforcement (e.g., reinforced concrete) installed within Reclamation’s ROW should have a suitable bonded dielectric coating (see “5.2 Protective Coatings for Corrosion Control”) and be cathodically protected. Impressed current cathodic protection rectifiers and deep-well anode systems should not be

## 5.2 Protective Coatings for Corrosion Control

### 1. *Atmospheric Exposed Pipe*

The coating should be a high build modified aluminum epoxy mastic primer and top coated with a high build aliphatic urethane. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

### 2. *Buried Pipe*

The type of coating may vary from project to project due to geology and soil corrosivity and should be considered on an individual basis. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

## REFERENCES

Application for Transportation and Utility Systems and Facilities on Federal Lands, <[http://www.ntia.doc.gov/FROWsite/SF-299\\_2006.pdf](http://www.ntia.doc.gov/FROWsite/SF-299_2006.pdf)>.

Application for Use of Reclamation Project Land and Water Surfaces, <<http://www.usbr.gov/pmts/lands/>>.

Bureau of Reclamation Right-of-Use Application, <<http://www.usbr.gov/pmts/lands/FINAL7-2540-5-06ExpDate03312009.pdf>>.

California Department of Water Resources - Encroachment Permit Guidelines.

Central Arizona Project, Reach 11 Guidelines.

GP Region Billings MT – Standard Crossing & Clearance Requirements, Utility Lines and Cables, drawing 40-600-51. The office also uses a Preliminary Project Description Form and a Special Use Permit.

NACE, International RP 0169, “Standard Recommended Practice – Control of External Corrosion on Underground or Submerged Metallic Piping Systems.”

PN Region Burley ID – Overhead and underground crossing clearances.

Policy on Geometric Design of Highway and Streets, American Association of State Highway and Transportation Officials (AASHTO), Fifth Edition, 2004.

Reclamation, 2005. Preliminary drawing 103-D-1700 that provides general requirements for installation of crossings, June 2005.

Reclamation Manual, Directive and Standards LND 08-01, Land Use Authorizations, <<http://www.usbr.gov/recman/lnd/lnd08-01.pdf>>.

Title 29 CFR, Part 195.

U.S. Army Corps of Engineers – Engineering and Design, Design and Construction of Levees EM 1110-2-1913, 30 Apr 2000, CECW-EG Washington, DC 20314-1000.

## GLOSSARY

*Bored and jacked* – This terminology is a general way of referring to a family of trenchless methods.

*Bridge, class A* – Vehicular bridge used by the public. May or may not be owned by the Bureau of Reclamation.

*Consent Document Permit* – Permit required across fee-owned lands.

*Detention basin* – An artificial flow control structure used to contain flood water for a limited period of a time, thereby providing protection for areas downstream. Detention basins provide a way to reduce storm peak flows, while retention basins hold water for an extended period of time. These basins are generally a part of a larger engineered flood water management system.

*Electroliers* – A branching frame, often of ornamental design, used to support electric illuminating lamps.

*Pothole excavation* – See potholing.

*Potholing* – The practice of digging test holes to expose underground utilities (e.g., cables) to determine the horizontal and vertical location of these utilities.

*Trenchless methods* – Procedures for installing pipe without using traditional trench cut and cover methods. These trenchless methods may be referred to as bore and jack, tunneling, horizontal directional drilling, and microtunneling, among others.

*Water conveyance facility* – Canal, ditch, pipeline, drain, levee, open or closed laterals, and similar facilities and their associated appurtenant features.

Appendix A

## **General Requirements for Installing Bored and Jacked Pipe Undercrossings**

*Bored and Jacked Under the Canal* -- This terminology is a general way of referring to a family of trenchless technologies. Similar guidance to the requirements listed below should be followed no matter what method is used for installation.

1. Installing a lone carrier pipe (without casing) is encouraged. Refer to "4.6 Utility Crossing," and "4.6.1 Casings" for information on cautions of using casings around metallic carrier pipe.
2. Plans must show carrier/casing pipe type, diameter, and thickness. Casing pipes should be steel pipe (American Water Works Association [AWWA] C-200) and have 1/4-inch minimum wall thickness. Applicants should provide the type of carrier pipe and appropriate bell dimensions for said carrier pipe to verify annular clearances.
3. When installing pipe while the canal is unwatered, a minimum of 3 pipe diameters or 60 inches of clearance (whichever is greater) between the top of the pipe and the bottom of the canal must be maintained. However, 72 inches or more clearance is recommended.
4. Provide a minimum of 3 inches of clearance between the carrier and casing pipes at all points (including bells).
5. A bulkhead or effective sealing device should be provided at both ends of each casing pipe to seal the annular space between the two pipes. Vent pipe should be included to allow ventilation and reduce the risk of condensation buildup and flooding.
6. As a result of the installation process, an annular void is usually created around the outside of the casing pipe. Provisions should be made to pressure grout or effectively seal (e.g., bentonite slurry) this void space.
7. Requirements below are provided to establish minimums for determination of the length of pipe to be installed. It is strongly recommended that pipes be installed perpendicular (between 70 and 90 degrees) to the canal alignment. Regardless, the pipe must extend completely through the Bureau of Reclamation's (Reclamation) right-of-way (ROW). These minimums do not relieve the applicant's engineer from performing an onsite investigation or other work to determine local conditions that may require additional pipe length.

Jacking pit configuration, location, and length of pipe to be installed should be based on the following parameters:

- a. One operating road shall remain open to vehicular traffic at all times.

Appendix B

**Guidelines – Removal of Trees and Other  
Vegetative Growth from Earth Dams,  
Dikes, and Conveyance Features**

**Excerpted from: Review of Operation and Maintenance  
Program Field Examination Guidelines**

**GUIDELINES**  
**REMOVAL OF TREES AND OTHER VEGETATIVE GROWTH**  
**FROM EARTH DAMS, DIKES, AND CONVEYANCE FEATURES\***

Growth of trees and other significant vegetation on or adjacent to earth dams, dikes, and conveyance features, should be prevented from becoming established for the following reasons:

1. To allow proper surveillance and inspection of the structures and adjacent areas for seepage, cracking, sinkholes, settlement, deflection, and other signs of distress.
2. To allow adequate access for normal and emergency Operation and Maintenance (O&M) activities.
3. To prevent damage to the structures due to root growth, such as shortened seepage paths through embankments; voids in embankments from decayed roots or toppled trees; expansion of cracks or joints of concrete walls, canal lining, or pipes; and plugging of perforated or open-jointed drainage pipes.
4. To discourage animal/rodent activity (by eliminating their food source and habitat), thereby preventing voids within embankments and possible shortened seepage paths.
5. To allow adequate flow-carrying capability of water conveyance channels (e.g., spillway inlet and outlet channels; open canals, laterals, and drains).

The growth of trees and potentially detrimental vegetation should be prevented during its early stages as part of the operating office or entity's normal O&M program. Early control is generally the most cost effective means of avoiding potential adverse effects on these structures from their continued growth. Control efforts may consist of applying herbicides, spraying, cutting, and/or removing the trees or undesirable vegetation.

Suggested clearance zones (areas of control) adjacent to these structures are provided within these guidelines. Concerted efforts should be made to maintain these clearance zones. However, site-specific conditions, such as landscaping, accessibility, erosion susceptibility of material in the area, type of abutment material, original construction clearance zone, right-of-way easement, etc., may influence the necessity or success of these control efforts.

Should trees and/or other significant vegetation become established, proper O&M of earth embankment dams, dikes, and conveyance features, may require their discriminate removal. During the Review of Operation and Maintenance examination for the facility or system, the examiners should use these guidelines, along with their experience and professional judgment, to evaluate the need for removal of such established growth.

If trees and other significant growth are identified by the examination team in locations delineated by these guidelines, a determination should be made regarding their need for removal. If the identified vegetation is deemed to be in location such that its existence is not considered to be detrimental and therefore does not require removal, sufficient justification should be provided during the examination and included within the associated report to support that determination.

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\* Enclosure to memorandum dated April 26, 1989, from Manager, Project Operation Services Staff, to all Regional Directors, Subject: Revised Guidelines — *Removal of Trees and Other Vegetative Growth From Earth Dams, Dikes, and Conveyance Features.*

6. Associated cut slopes adjacent to open canals and laterals should be kept clear of vegetation which, if toppled and/or uprooted, could affect operations or O&M access.

7. For pipe conveyance systems (such as siphons, aqueducts, discharge lines, perforated or open-jointed drains, etc.), to provide O&M access and to prevent root encroachment, a clearance zone should be maintained 15 feet from each side of the pipeline. However, in some cases, farming of annual crops over pipelines may be permissible.

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