

TEMPORARY PERMIT

The Trustees of the California State University (CSU), through California State University, Monterey Bay (CSUMB), hereby grant permission to Marina Coast Water District of Marina, CA (MCWD or Grantee) its officers, agents, and invitees, to enter upon the portion of the Trustees' property shown on Exhibit A, and to use that property to install a water pipeline under, across, and through said property generally within the alignment shown on said Exhibit A.

The permissive rights hereby granted shall be for the period beginning April 30, 2018 and ending May 31, 2019, or two calendar months after the completion of construction, whichever occurs first. After Grantee completes the task described above and satisfies all other conditions of this Permit, a Trustees' Agreement and Grant Easement shall be executed.

Grantee agrees to indemnify, defend and hold harmless the State of California, the Trustees of the CSU, CSUMB, and the employees, volunteers, officers and agents of each of them (collectively "the Grantor"), for any loss or liability caused by, or in any way connected with, the exercise of this Permit, except those arising out of the sole negligence of the Grantor.

Additional conditions on pages 2 through 14 of this document constitute an integral part of this Permit.

Date: (_____)

APPROVED:

Kevin R. Saunders
VP Administration and Finance,
CFO CSU, Monterey Bay

GRANTEE: Marina Coast Water District

APPROVED:

By: _____

Arthur J. Evjen
Director, Business and Support Services
CSU, Monterey Bay

Print Name: Keith Van Der Maaten

Print Title Rep for (Corporate Name):

General Manager, Marina Coast Water District

APPROVED AS TO FORM:

Kyle E. Rowen
University Counsel
Office of General Counsel

Temporary Construction Permit Terms and Conditions

ADDITIONAL CONDITIONS OF

PERMIT: 1) General

- a) Contractor is hereby advised that utility lines of unknown nature and origin may be present in the proposed easement area. Marina Coast Water District is to employ an independent locator service to determine location of existing utilities prior to any excavation work. Contractor must pothole and locate all utilities identified by the locating service or indicated on CSUMB as-builts and utility plans. Contact and coordinate with Marina Coast Water District, CSUMB Campus Planning and Development department prior to any excavation. CSUMB will provide existing utility plans to contractor, but does not warrant their completeness or accuracy.
- b) Contractor will provide CSUMB field notes and plan sheets in hard copy and CD format of all surveys. Where "Contractor" is used within this document, it implies Marina Coast Water District or a Contractor and/or Subcontractor working under Marina Coast Water District's direction.
- c) Contractor will advise CSU Monterey Bay, Campus Planning and Development Office (831-582-3709) of the work schedule prior to starting construction.
 - Contractor shall provide project schedule updates a minimum of once each month, and additionally whenever the progress of the work varies from the most recent schedule.
 - Schedule updates shall include a narrative listing all potential impacts to Campus operations described herein. Campus approval is required before any work may take place that impacts Campus operations as described herein.
 - Contractor must provide 30 day notice to CSUMB for review and approval of all impacts to Campus operations, especially any and all utility interruptions.
- d) Contractor will provide as-built drawings and CAD files electronically to the Campus Planning and Development Office within 30 days after the completion of construction. Provide a CD and a hard copy of all soils test reports Marina Coast Water District performs on the campus of CSUMB. Information will include date of test, and GPS coordinate location of percolation or boring test sites performed on the California State University, Monterey Bay property. Survey data will have a point of beginning tied to a known campus monument and will use the campus basis of bearings.
- e) Using the record of survey for the campus as the referenced record map, the basis of bearings, and the point of commencement, Contractor will provide a metes and bounds or other appropriate legal description, in accordance with the requirements of Business and Professions Code, and a plat of the easement as-built location to the campus and to the Land Records Section of the Division of Capital Planning, Design and Construction within twenty-eight (28) calendar days of the completion of construction in order that an Agreement and Grant of Easement may be timely granted. Upon request, the Land Records Section will provide a copy of the campus record of survey for the use of Contractor.

- f) Contractor will ensure that its employees, contractors, and agents will coordinate with the Campus Planning and Development Office with respect to other ongoing work on the campus and with respect to allowable work hours.
- g) Normal construction activities shall be performed Monday through Friday between the hours of 7:30am and 5:00pm, excluding holidays. Any weekend work after 5:00pm shall not be conducted without the prior approval by CSUMB.
- h) CSUMB will perform an initial construction document review and approval within 30 days and back check within 14 days.
- i) CSUMB will be reimbursed for the time required to complete the project including but not limited to staff time, consultants or inspections.
- j) Campus review of construction documents shall include but shall not be limited to review for conformance to: SWPP requirements; fencing and safety requirements; waterline engineering standards; compaction requirements; site restoration plans; conformance to all applicable building codes;
- k) Construction shall conform to all applicable: building codes; air and water pollution control requirements; mitigation monitoring and reporting programs as required by CEQA; SWPP requirements;
- l) The Contractor shall not cause or allow sounds to be produced in excess of 65 decibels measured at the job site between the hours of 7:00 p.m. and 7:00 a.m. The Contractor shall not cause or allow sounds to be produced in excess of 85 decibels measured at the job site between the hours of 7:00 a.m. and 7:00 p.m. without the consent of the University;
- m) If the Contractor discovers any artifacts during excavation and/or construction, the Contractor shall stop all affected Work and notify the Trustees, who will call in a qualified archaeologist designated by the California Archaeological Inventory to assess the discovery and suggest further mitigation, as necessary. If the Contractor discovers human remains, the Contractor shall notify the Trustees who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the Trustees shall contact the appropriate tribal representatives to oversee removal of the remains.
- n) Contractor will observe all of the University activities as described:
 Commencement –May 14-20, 2018, expected May 14-20, 2019 (No closing of campus roadways)
 Student Move In August 20-24, 2018, (No closing of campus roadways)
 Assessment/final exam periods – May 14-18 2018, December 17-21, 2018, May 13-17, 2019 (limit noise near Library)
 Summer Orientation – 2 days per week June 8-19, 2018 (limit noise near the library)
- o) Control the conduct of labor forces and prevent unwanted interaction initiated by workers with the staff, students or other individuals not associated with the project. In the event that any worker initiates unwarranted interaction, or in the opinion of the University's Representative conducts him/herself in an offensive or unprofessional manner,

immediately remove the worker from the project and replace with another worker of equivalent technical skill at no cost to CSUMB.

- p) All contractor personnel associated with the project shall wear shirts at all times, no smoking is permitted anywhere on CSU property and no radios other than 2-way communication type are allowed on the project site.
- q) The contractor shall limit their use of site and premises to allow for: Work by others as designated by the University, Maintain constant access for fire fighting or rescue equipment, Accessibility for the disabled, Access for trash removal.
- r) Contractor shall bear all expenses to restore any element of the campus that they damage or destroy to equal or better condition.
- s) Contractor shall perform a site survey along the water line alignment prior to the start of construction to familiarize themselves with and document existing site features/improvements.
- t) Any liability regarding disagreement as to pre-construction condition of site utilities not properly documented shall accrue to the contractor.
- u) Contractor shall restore all site features including but not limited to: hardscapes; landscape; irrigation; and utilities disturbed as part of the work to pre-construction condition or better.
- v) Restoration of any and all site improvements regardless of unknown site conditions or other conditions that are not observable as part of a site survey.
- w) If any utility is affected, the Contractor must provide a temporary connection to the affected utility/facility/area reestablishing service within four (4) hours of occurrence with due diligence at no additional cost to the University.
- x) All construction areas are to be kept clean, safe, and orderly at all times. The contractor shall assume full responsibility for protection and safekeeping of products and equipment stored on premises.
- y) Prior to starting construction, the contractor shall obtain University parking permits and instructions from University Department of Parking and Transportation at 831-582-3573. All workers and suppliers shall observe University traffic and parking regulations and park in areas designated by the University. No vehicles shall be parked on lawn areas or within the drip line of any tree.
- z) All contractors performing ground disturbing activities are required to participate in a 1 hour Unexploded Ordinance (UXO) training provided by the US Army Corp of Engineers.

2) General Continued

- a) The pipeline alignment will seek to avoid the removal of any existing trees. A qualified biologist or arborist will provide a report of the type, size and location of any trees to be

removed. MCWD will pay CSUMB for the cost of replacing trees at a 2:1 (replacement: removal) rate at the time any other fees are paid to CSUMB.

- b) Any ice plant or other invasive species disturbed as a result of the construction process will be placed in a Contractor supplied waste dumpster and discarded off site.
- c) Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to Trustees. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable Air Quality Management District (AQMD) rules, see Article 4.03, subsections: a-Air Pollution Control and b-Water Pollution Control.
- d) On or about June of 2007, MCWD constructed and installed a 16" reclaimed water pipeline on the CSUMB campus along Inter-Garrison Road and 5th Avenue for the Regional Urban Water Augmentation Project ("RUWAP"). Through this Temporary Permit, MCWD desires to construct two additional 24" segments of new advanced treated water pipeline for the Pure Water Monterey Project through portions of the CSUMB campus which connect on the north and south ends of the already installed 16" Inter-Garrison- 5th Avenue Pipeline as identified in Exhibit A (the 16" and 24" segments shall form one pipeline, the "MCWD Pipeline"). MCWD shall maintain and repair the existing 16" pipeline to keep it in serviceable condition but shall not upgrade or replace the 16" portion of the MCWD Pipeline without the express consent of the CSU, which express consent is not granted by this Permit. The provisions of this paragraph [2(d)] shall survive the termination of this Permit and shall be incorporated into Trustees' Agreement and Grant Easement that the MCWD is obligated to execute after satisfaction of all other conditions of this Permit that do not survive its termination.
- e) The CSU proposed and accepted the amount of \$120,000 as full consideration for granting an 8,000 square foot easement to FORA for the RUWAP as part of the approval of the 2007 CSUMB Campus Master Plan as a mitigation measure upon the happening of the specified triggering event(s). In consideration of CSU foregoing the fair market value of the additional approximately 114,550 square feet of easement MCWD requires to complete the RUWAP and Pure Water Monterey Project, (8,170 feet long, 15 feet wide – 8,000 square feet) and issuing the easement directly to MCWD for the MCWD Pipeline, MCWD agrees to the following conditions f, g, h, i, j. The provisions of this paragraph [2(e)] shall survive the termination of this Permit and shall be incorporated into Trustees' Agreement and Grant Easement that the MCWD is obligated to execute after satisfaction of all other conditions of this Permit that do not survive its termination.
- f) Energy Content Adjustment. MCWD agrees to grant, and hereby does grant, to CSUMB the exclusive right to adjust, capture, control, and use the thermal energy content and temperature of any and all waters or products passing through the MCWD Pipeline upstream of and on CSUMB property. CSUMB acknowledges that this grant is solely limited to CSUMB's ability to recapture the thermal energy content and temperature of any and all waters only with regards to that portion of the MCWD Pipeline which is located on the CSUMB Property, and for no other purpose, i.e., offsite use. CSUMB's Energy Content Adjustment is allowed to the extent such adjustment, capture, control,

and use does not interfere with MCWD's use of the waters or products and does not materially change the required quality, pressure, or other characteristics of any such water or product required by the end users, whether they are located or upstream or downstream of CSUMB users, of such water or product, in the reasonable discretion of MCWD. MCWD reserves the right to change the characteristics of the water in the pipeline at any time, as necessary, to optimize its operations and MCWD offers no expressed or implied guarantees that there is or will be any energy content that can be adjusted. During design of and prior to commencement of Energy Content Adjustment, CSUMB and MCWD shall develop operational procedures and practices to ensure the MCWD Pipeline and/or MCWD's intended use of the water are not being negatively impacted by the Energy Content Adjustments and to allocate any potential risks and/or liabilities associated solely with the Energy Content Adjustments. MCWD shall cooperate with CSUMB in good faith in the design and/or modification of any and/or all pipeline(s) to achieve this objective of this Energy Content Adjustment. Because the MCWD Pipeline's water is a source of drinking water, the CSUMB Energy Adjustment Project must not create any issues in meeting Department of Drinking Water requirements and standards and shall not limit the ability of the waters in MCWD's Pipeline to be used for current or future direct or indirect potable uses. MCWD agrees to install, at its sole costs and expense, tie in locations and valving in the MCWD Pipeline during initial construction to facilitate the connection of the Energy Content Adjustment system. Except as set forth above, CSUMB agrees to be responsible for all additional design, modification and construction costs associated with the Energy Content Adjustment system. Should MCWD transfer ownership of any and/or all pipelines subject to this paragraph, the University's rights shall also transfer with the ownership of the pipeline(s). Furthermore, the provisions of this paragraph [2(f)] shall survive the termination of this Permit and shall be incorporated into Trustees' Agreement and Grant Easement that the MCWD is obligated to execute after satisfaction of all other conditions of this Permit that do not survive its termination.

- g) Upon completion of the MCWD Pipeline CSUMB will purchase up to eighty-seven (87) acre feet (AF) per year of Advanced Treated Water (sixty-five (65) AF to be delivered to CSUMB during the months of May through October) from MCWD, or any future assignee of the Advanced Treated Water.

CSUMB shall pay the Effective Price, as defined below, for the Advanced Treated Water. The Effective Price shall consist of the Base Price subject to adjustment for the then current CPI, as set forth below.

The Base Price shall be derived from the Tier 1 Ord Portable Water Rate, as established in the 2018 MCWD rate study of \$1,799.15 per AF plus an amount proportional to the MCWD Pipeline lateral capital costs to be applied by MCWD to the CSUMB on-site work as more fully described in paragraph 2g(i). The Base Price shall not exceed \$2,667.78 per AF. If actual costs for completed CSUMB on-site work described in paragraph 2g(i) are below \$1,740,000.00, the portion of the Base Price attributed to the costs of the on-site work will be adjusted by the fraction of actual costs for the on-site work under \$1,740,000.00. The result will be such that CSUMB will pay less than the not to exceed price of \$2,667.78 per AF if the completed on-site work is less than \$1,740,000.00 as follows: Base Price per AF = \$1,799.15 + (\$868.63 * (\$ Completed Onsite Work

(\$1,740,000)). The Base Price shall be adjusted to reflect completed on site work twice per year on January 1st and July 1st.

The following example shows the calculation of the Base Price if the completed on-site work costs totaled \$1,000,000 and does not account for future CPI adjustments, as set forth below: Base Price = \$1,799.15 + (\$868.63*(\$1,000,000/\$1,740,000)) = \$2,298.36. ~~The Base Price shall be adjusted to reflect completed on site work twice per year on January 1st and July 1st.~~

The Effective Price per AF shall be adjusted annually on July 1st by 30% of the CPI. The Effective Price shall be determined using the following formula: Effective Price (per AF) = $((1 + ((\text{CPI}/\text{CPI Base}) - 1) * .3)) * \text{Base Price}$. The CPI used in the Effective Price formula shall be from the U.S Department of Labor, Bureau of Labor Statistics Consumer Price Index Research Series Using Current Methods (CPI-U-RS) for the U.S. City Average, all items, not seasonally adjusted, December 1977 = 100 for the Month of April ~~July~~ of the most recent year and ~~the~~ The CPI Base in the Effective Price formula shall be the CPI in the Month of April of the year Advanced Treated Water is first delivered to CSUMB via the MCWD Pipeline. The CPI adjustments to the Effective Price shall not begin until the year Advanced Treated Water is first delivered to CSUMB via the MCWD Pipeline. The Base Price in the Effective Price formula shall be the then current Base Price, as adjusted on January 1st and July 1st for completed on-site work, subject to the not to exceed amount of \$2,667.78. The following are example Effective Price calculations using \$1,799.15 per AF as the original base with no completed onsite work (hence no adjustment to Base Price) and CPI values of 369 (Base Year), 377 (year 2), 385 (year 3), 393 (year 4):

Year 1 = \$1,799.15

Year 2 = $(1 + (((377/369) - 1) * .3)) * \$1,799.15 = \$1,810.85$

Year 3 = $(1 + (((385/369) - 1) * .3)) * \$1,799.15 = \$1,822.55$

Year 4 = $(1 + (((393/369) - 1) * .3)) * \$1,799.15 = \$1,834.26$

MCWD may offer and CSUMB may take volumes as available above 87 AF per year under the effective same rate. CSUMB shall be entitled to use the Advanced Treated Water it purchases for any permissible use.

The term of the above pricing for the Effective Price and the Base Price, inclusive of the Tier 1 Ord Portable Water Rate, as established in the 2018 MCWD rate study of \$1,799.15 per AF, shall commence as of the date Advance Treated Water is first delivered to CSUMB and shall remain in effect for thirty (30) years thereafter, unless terminated earlier by mutual written Agreement.

- i) MCWD shall apply a proportionate amount of the MCWD Pipeline lateral capital cost for the design and installation of laterals to existing and future irrigated areas and to the conversion of existing irrigated areas, or installation of new irrigated areas on the CSUMB main campus for use of Advance Treated Water from the MCWD Pipeline

as directed by CSUMB (on-site work). This amount is not to exceed \$1,740,000 (87AFY/600AFY * \$12,000,000). Conversion and installation shall mean a completely turnkey operable installations delivered by MCWD, including all training and permitting, metering, backflow prevention and pressure regulation, as needed, within the not to exceed amount of \$1,740,000 for the on-site work. The costs for the on-site work shall be included in the Base Price as set in item 2g. Location of meters shall be determined by CSUMB and rights of way similar in nature to those granted by the USA to MCWD for the potable water system shall be granted by CSUMB to MCWD for the portions of the advanced treated laterals MCWD will own.

- ii) No one time charges shall be due on any portion of the eighty-seven (87) acre feet (AF) per year of Advanced Treated Water purchased by CSUMB, or upon any additional volumes agreed between MCWD and CSUMB up to 600 AF per year. Furthermore, the provisions of this paragraph [2(g)] shall survive the termination of this Permit and shall be incorporated into Trustees' Agreement and Grant Easement that the MCWD is obligated to execute after satisfaction of all other conditions of this Permit that do not survive its termination.

h) The Parties agree and acknowledge that in supplying the right of way necessary for the MCWD Pipeline, the CSU has taken all steps towards fully mitigating any potential off-campus impacts resulting from anticipated future development on the CSUMB campus (as such future development is shown in the Draft 2017 Campus Master Plan, June 2017 version) relating to water supply and water supply infrastructure, except for the fire flow requirements needed to support the development of the CSUMB campus, which will require the construction of MCWD's Reservoir "A" and Reservoir "B". CSUMB agrees to provide easements to MCWD for the entire section of the MCWD Pipeline, Reservoir "A", and Reservoir "B" substantially in the form as fully described in Attachment A. The easements for the Reservoir "A" and "B" shall be conveyed to MCWD on or before July 31, 2018. Conveyance of the Reservoir "A" and "B" easements by CSUMB to MCWD shall satisfy any and all obligations of CSUMB to convey any other easements as set forth in the Settlement Agreement and Mutual Release, dated October 19, 2006 between the parties (the "Settlement Agreement"). In addition, the Reservoir "A" and "B" easements shall be subject to the specific conditions in the Settlement Agreement pertaining to the form and use of easements, e.g., architectural issues, ancillary non-exclusive easements, etc.

h) Based upon CSUMB's agreement to provide the easements for the MCWD Pipeline and Reservoirs "A" and "B", MCWD hereby agrees it will not challenge, nor aid in a challenge of, the approval and certification of an Environmental Impact Report related to the Draft 2017 Campus Master Plan, June 2017 Version as long. If there are future substantive changes to the June 2017 version of the Draft 2017 Campus Master Plan, MCWD may review, comment, and challenge those future substantive changes. The provisions of this paragraph [2(h)] shall survive the termination of this Permit and shall be incorporated into Trustees' Agreement and Grant Easement that the MCWD is obligated to execute after satisfaction of all other conditions of this Permit that do not survive its termination.

i) CSUMB is in process of designing and constructing two academic mission related buildings (Academic III and Student Union) on the campus. In providing ~~the~~ this temporary construction permit for the MCWD Pipeline, the easements for the entire section of the MCWD Pipeline through the CSUMB campus (for both the existing 16" that was installed on or about June of 2007 and for the new sections to be constructed under this permit), ~~and the easements for Reservoir A and B as more fully described in paragraph [2(h)],~~ the capacity charges due for these two buildings and any public water system improvement that would have been required as part of the MCWD in-tract policy applied to the construction of these two facilities are hereby waived by MCWD. ~~The aforementioned reservoir easements shall be conditionally granted to MCWD by CSUMB by July 31, 2018. CSUMB shall not withhold granting the final easements for the aforementioned reservoirs without just cause.~~ The waiving of the capacity fees and the waiving of the costs for in-tract improvements for the Academic III and Student Union buildings are conditioned on the successful granting of the conditional easements for the MCWD Pipeline ~~and the reservoirs~~ from CSUMB to MCWD, provided MCWD fully complies with ~~any and all~~ material terms, conditions and requirements of this Permit ~~and the to be granted easements~~. The waiver of capacity charges/fees and any costs for in-tract improvements on CSUMB property by MCWD shall be binding and irrevocable by MCWD in the event the MCWD fails to fully comply with ~~any and all~~ material terms, conditions, and requirements of this Permit ~~and the to be granted easements~~. The provisions of this paragraph [2(i)] shall survive the termination of this Permit and shall be incorporated into Trustees' Agreement and Grant Easement that the MCWD is obligated to execute after satisfaction of all other conditions of this Permit that do not survive its termination.

j) Notwithstanding section h and i above, the parties agree that substantive issues remain between CSUMB and MCWD relative to the applicability of the In-Tract Policy to CSUMB, the calculation of capacity charges/fees both how unit cost (\$/EDU) are calculated for CSUMB and estimated volume (estimated EDU per building), capacity credit(s) for discontinued or converted water usage on CSUMB property and reaching a Service Agreement. Therefore, CSUMB and MCWD agree to diligently work together in good faith to resolve these aforementioned issues by October 31, 2018.

3) Temporary Services

- a) No temporary services are allowed on the campus of California State University, Monterey Bay without prior written approval from the Director of Campus Planning & Development.
- b) Conditions of Use:
 - i) Keep temporary services and facilities clean and neat in appearance.
 - ii) Operate in a safe and efficient manner.
 - iii) Take necessary fire prevention measures.
 - iv) Do not allow hazardous, dangerous, or unsanitary conditions or public nuisances to develop or persist on the site.
- c) In addition to other requirements and regulations contained herein, comply with regulations of the authorities having jurisdiction, including but not limited to:
 - i) Utility company regulations.
 - ii) Police, Fire Department, and Rescue Squad rules.

- iii) Environmental protection regulations.
 - iv) University Health and Life Safety regulations, procedures, and requirements.
 - v) University Hazardous Materials consultant directives.
- d) Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- i) Electricity shall be taken from the existing system as available. Coordinate the installation with the University, as applicable, to identify point of connection and metering location(s).
 - ii) All temporary services must first be inspected by a University Inspector. A stamp of approval will be affixed to the utility before the final connection is made.
 - iii) All costs associated with electrical power, water, telephones and Internet service access for Temporary Field Office Facility shall be paid for by Grantee of this temporary permit.
 - iv) A monthly fee will be charged for electrical power.
- e) Temporary telephone and DATA is available at the Grantee's request and at the Grantee's expense to get them to a location on the project site. A monthly fee will be charged for campus telephone & DATA.
- f) Install temporary toilets for the crew(s) as required. Using toilets within CSUMB buildings are prohibited. At no time shall there be less than the State-required number (based upon actual staffing levels) of combined operating toilets and/or portable toilets provided and readily accessible to the construction work force.
- i) All portable toilets shall be located within the fenced staging yard or within the boundary fence of the trenching operation.
 - ii) Maintain temporary toilets in a clean and sanitary condition on the construction site for the duration of the project. Units shall be routinely maintained and inspected.

4) Temporary Fencing :

- a) Provide, install, and maintain a minimum of a 4' high plastic "snow" fence at the entire perimeter of the pipeline work areas and a 6' high chain link staging yard fencing over at all staging and laydown yards, alternative forms of site security may be mutually agreed upon and reviewed periodically.
 - i) Design and install to prevent easy access to site by people and animals.
 - ii) Locate fence as required to ensure complete security of entire site.
 - iii) Provide gates as required for access.
 - iv) Place a legible "No Trespassing" sign on every other chain link panel.
 - v) Provide locks and keys for all gates in temporary fencing. Provide emergency access keys to Campus Police

- vi) Submit temporary facility and fencing location layout plan for review and approval by the University prior to occupying any portion of the site and prior to issuance of Notice to Proceed.
- b) Preserve the natural resources within the project boundaries and outside the limits of permanent work.
- c) Confine construction activities to within the limits of the work indicated or specified. Work shall not exceed 7.5' to each side of the pipeline right of way. Fencing shall be placed at this limit of construction.

5) Protection

- a) Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others, and be responsible for all associated costs. For the purposes of this agreement, the public or building occupants shall include all persons not employed by Contractor.
- b) All work shall conform to the Cal Trans Temporary Pedestrian Facilities Handbook available at:
http://www.dot.ca.gov/hq/construc/safety/Temporary_Pedestrian_Facilities_Handbook.pdf
- c) Work shall not be performed in any area occupied by the public or Owner's employees unless specifically permitted by the Contract or otherwise provided for in writing by the Owner and shall include adequate measures for the protection of the public, students, and CSUMB employees.
- d) In all cases, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.
- e) Alternate Precautions: When the nature of the Work prevents isolation of the work area, and the public or building occupants may be in or pass through, under or over the work area, alternate precautions may be provided during daytime periods of work only. These precautions shall include, but not be limited to the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations, trench plates, etc. All alternate precautions shall be approved by the CSUMB inspector.
- f) When Work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- g) Fences and barricades shall be removed upon completion of the project to the satisfaction of the University's Representative.

- h) Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.
- i) All equipment shall be equipped with functioning backup alarms, and there shall be a flag person isolating equipment from the public at all times equipment is operating in the proximity of the public.

6) Work within areas of pedestrian access

- a) Sidewalk closures and restrictions:
 - i) Use State of California, Department of Transportation (Cal-Trans) standard reflectorized signage where required to indicate closure of sidewalks, temporary revisions to crosswalks and other impacts to normal pedestrian walk routes.
 - ii) Where sidewalks which are partially restricted due to construction activities, a minimum width of 48" shall be maintained.
 - iii) Where portions of a sidewalk are temporarily closed, temporary fencing shall be placed at the nearest intersection to prevent the site impaired from traveling in a direction which will require them to eventually stop and return to said intersection. Pedestrian detour signs and "sidewalk closed" signs shall also be provided at the point of closure.

7) Maintenance of thoroughfares

- a) Pedestrian thoroughfares and crossings shall be maintained in a safe, clean condition, free of dirt, gravel and other debris resulting from construction operations at all times.
- b) Where work occurs on or adjacent to pedestrian thoroughfares, Contractor shall employ adequate measures (such as sandbagging, earthen barriers, etc.) to ensure that walks are protected from overflow of construction materials or runoff into the pedestrian area.
- c) Where work occurs on or adjacent to pedestrian thoroughfares, Contractor shall employ adequate measures to ensure that walks are protected from hazards related moving equipment and/or materials.

8) Work within roadways and parking areas

- a) All construction activities which occur within campus streets and parking areas shall comply with the most current Cal-Trans standards for traffic control, signage and barricading.
- b) Contractor shall provide trained and equipped flagger to regulate traffic when construction operations or traffic encroach on University or public traffic lanes and walking areas. Flagger Requirements are as follows:
 - i) Whenever existing traffic lanes are altered, contractor shall provide properly equipped and trained flagger to direct traffic. Comply with most current Cal-Trans standards and "Instructions to Flaggers".

- ii) Whenever a section of two-way traffic is temporarily reduced to one lane, a minimum of two flagmen shall be provided to ensure proper traffic control in each direction. Two-way radio devices shall be used for communication between the flagmen where both direct line of site and audible communication cannot be maintained.
 - iii) Flagmen shall be dedicated solely to traffic and pedestrian control and shall not perform additional duties while assigned as flagmen.
 - iv) Flagman shall be trained and shall direct pedestrians and traffic in accordance with the requirements set forth below.
 - v) Contractor is advised that the Campus Community includes a large volume of students and staff with disabilities, including but not limited to wheel chair users, persons with hearing impairments, and persons with sight impairments; for this reason, escorting of equipment and vehicle traffic with flagmen shall be required as necessary.
- c) All temporary traffic control signage shall comply with California Vehicle Code Section 21400 and Cal-Trans standards. All signage shall be reflectorized.
 - d) Where trenches, excavations or other work is required within streets, the Work shall be scheduled so as to maintain a minimum of one open traffic lane. A minimum of two lanes as required to allow safe 2-way traffic shall be restored prior to completion of Contractor's operations each day. All roadways will remain open to two way traffic during Commencement as noted in General Conditions section (i).
 - e) All work within Campus streets and parking areas requires approval of Contractor's work schedule prior to commencement of work.

9) Steel plating

- a) Where temporary traffic controls must remain in place overnight or at other times when Contractor is not continuously present in the work area, cones, plastic delineators and other lightweight traffic control devices subject to displacement shall not be used for traffic control.
- b) Where temporary fencing and/or barricades remain in place overnight, weighted barricades with flashing amber lights shall be used to delineate the protruding corners of the of the work area enclosure at the approach from each direction.
- c) Where trenches or excavations are directly adjacent to a drive lane, the trench shall be plated in accordance with Cal-Trans standards, or concrete barricades (k-rail) shall be installed to protect vehicle traffic from entering the excavation during times when the work area is not manned by Contractor.
- d) Where trenches or excavations of a depth of 4'-0" or greater are directly adjacent to a drive lane or pedestrian walk, install 6' high chain link staging yard protective fencing a minimum horizontal distance of 4'-0" from the edge of the excavation.
- e) All traffic plates shall be beveled in the direction of vehicle traffic and secured in place.
- f) Comply with the most current Cal-Trans standards for sizing of traffic plates and shoring of trenches.

10) Traffic controls

- a) Traffic signs shall be installed at approaches to construction work, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- b) Contractor shall control traffic to maintain orderly flow in areas under Contractor's control and areas affected by Contractor's operations.
- c) Relocate as Work progresses, to maintain effective traffic control.

11) Construction Parking Control

- a) Contractor shall control vehicular parking to prevent interference with public traffic, parking and University operations.
- b) Contractor shall monitor parking of construction personnel's vehicles in Construction Staging Yard.
- c) Contractor shall prevent parking on or adjacent to access roads or in non-designated areas.

12) Emergency Response Access

- a) Contractor shall confirm local Fire Dept. requirements for access to the construction site and other Campus facilities impacted by the Work throughout the course of construction. Where Fire Dept. access must be maintained at specific areas, Contractor shall tailor the Work Plan and provide necessary temporary measures to accommodate same.
- b) Contractor shall maintain adequate provisions for passage of emergency response vehicles (ambulances, fire trucks etc.) over campus roads and inner-campus thoroughfares at all times.
- c) Provide and maintain access to fire lanes and fire hydrants. These areas shall be kept free of any obstructions.
- d) At all times that work is occurring which requires trenching, excavations, or other blockages of any fire lane or emergency access location, Contractor shall have traffic plating and other materials and equipment on hand as required to permit immediate passage of response vehicles in the case of an emergency. At no time shall said blockages be left unmanned.

13) Access Routes

- a) Prepare a map showing proposed trade parking and truck haul routes. Submit to Campus Planning & Development for approval prior to the start of work. Haul routes and site access shall be only on routes as described by the University approved map and will not block any fire access routes, specifically to the east of the Library. Deviations from designated haul routes shall only be permitted only with prior approval. Contractor activity (pedestrian and/or vehicular) shall be conducted so as to avoid any interference with existing University facilities or their normal operations.

- b) Weight loads carried by vehicles shall be within capacity recommended by manufacturer and shall comply with applicable laws and regulations relating to allowable capacities for specific streets.
- c) Streets shall be maintained in a clean condition at all times. Sweeping of streets shall occur, at minimum, on a daily basis, or more often as required by continual hauling operations or construction traffic.
- d) All loads shall be covered with secured tarpaulins when loose materials are removed from or hauled into the Campus.
- e) Truck staging shall not occur on campus streets, unless prior authorization is received.
- f) Provide protection against damage to existing sidewalks, curbs and gutters and other improvements at locations where construction vehicles enter. Contractor shall be responsible for repair of all damage resulting from its operations. Damage to concrete shall be repaired by replacement of full sections to the nearest existing construction joint in each direction.
- g) All central sidewalk areas of campus (between buildings) are potential routes for fire and rescue equipment. Contractor must have available at all times sufficient heavy steel plating and equipment with which to place the plating, to provide access routes to loaded fire department equipment over any open trenching.
- h) All sidewalk areas more than eight feet wide which are obstructed by an open trench must be covered by heavy steel plating of sufficient size and thickness to provide a route to fully loaded fire department equipment prior to completion of the work day.
- i) Provide means of removing mud from vehicle wheels before entering streets. Contractor shall clean streets to maintain streets free from dirt from Contractor's construction operations.
- j) Designated existing on-site roads may be used for construction traffic as coordinated with the University Project Manager.

14) Removal

- a) Remove equipment and devices when no longer required.
- b) Repair damage caused by installation and the travel of Contractor equipment.

15) Inspections

- a) Meet with a CSUMB inspector before construction commencement and agree upon what inspections will be required and what forms will be used. CSUMB will be monitoring: public safety, but shall not be construed to relieve contractor for all safety responsibilities and liabilities; compaction of all backfill, contractor shall provide 3rd party compaction testing reports to CSUMB inspector; restoration of site improvements.
- b) Notify the inspector 24 hours in advance of a required inspection by submitting a Request for Inspection form to Campus Planning & Development.

- c) For successful inspections, the inspector will so note on the request for inspection.
- d) For unsuccessful inspections, the inspector will issue a Correction Notice.

16) Bonding:

- a) Contractor shall provide a performance bond equal to one half the total cost of the work to guarantee performance to this agreement.

Insurance Requirements:

http://www.calstate.edu/cpdc/CM/cgcs_majors/2016_cgcs_dbb_major.pdf

(p. 21 – 4.06a) they must be edited for use herein.

4.06 Insurance Requirements

a. The Contractor shall not commence Work on the site until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees. This Project shall be enrolled in the Trustees' Builders Risk Insurance Program, for which the provisions of Article 4.06-c shall apply. This Project may be enrolled in the Trustees' Owner Controlled Insurance Program ("OCIP"), and if so, the provisions of Article 4.06-b shall apply. Contractor shall refer to the Supplementary General Conditions to determine if this Project is enrolled in OCIP.

(1) Policies and Coverage

(a) The Contractor shall obtain and maintain for the term of the Contract the following policies and coverage:

(i) Comprehensive or Commercial Form General Liability Insurance on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage and contractual liability. The aggregate limit shall apply separately to the work.

(ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.

(iii) Workers' Compensation including Employer's Liability Insurance as required by law.

(b) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the work involve hazardous materials, such as asbestos, lead, fuel storage tanks and PCBs.

(ii) Other Insurance by agreement between the Trustees and the Contractor.

(2) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as completed pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(3) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(a) General and Automobile Liability Policies.

- (i) General Liability policies: the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents are to be covered as additional insureds.
- (ii) Automobile Liability: Contractor shall use Insurance Service Office (ISO) Form Number CA 0001 covering any auto.

(b) For any claims related to the work, the Contractor’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, their officers, employees, representatives, volunteers and agents shall be in excess of the Contractor’s insurance and shall not contribute with it.

(c) The Contractor shall immediately upon receipt of any notice of cancellation or any notice of non- renewal of any insurance required under this Article 4.06, provide written notice of any such insurance cancellation or non-renewal by certified mail to the Trustees.

(d) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(4) Amount of Insurance.

(a) F o r A l l P r o j e c t s .

The insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following (‘M’ indicates millions):

(i) Comprehensive or Commercial Form General Liability Insurance – Limits of Liability

| Contract Amount | Up to \$2M | \$2M+1 to \$5M | \$5M+1 to \$10M | \$10M+1 and Over |
|---|------------|----------------|-----------------|------------------|
| General Aggregate | \$2M | \$5M | \$10M | \$10M |
| Each Occurrence – combined single limit for bodily injury and property damage | \$1M | \$5M | \$10M | \$10M |

(ii) Business Automobile Liability Insurance – Limits of Liability (Each Accident– combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.)

| Contract Amount | Up to \$2M | \$2M+1 to \$5M | \$5M+1 to \$10M | \$10M+1 and Over |
|-----------------|------------|----------------|-----------------|------------------|
| Each Accident | \$1M | \$5M | \$10M | \$10M |

(iii) Workers' Compensation limits as required by law with Employer’s Liability limits of \$1,000,000. These requirements and limits are the same for all size contracts.

(b) F o r P r o j e c t s I n v o l v i n g H a z a r d o u s M a t e r i a l s .

The Contractor shall provide additional coverage in amounts not less than the following:

(i) Environmental Impairment (pollution) Liability Insurance – Limits of Liability

| Contract Amount | Up to \$2M | \$2M+1 to \$5M | \$5M+1 to \$10M | \$10M+1 and Over |
|--|------------|----------------|-----------------|------------------|
| General Aggregate | \$10M | \$10M | \$10M | \$10M |
| Each Occurrence – combined single limit for bodily injury and property damage, including clean-up costs. | \$5M | \$5M | \$10M | \$10M |

(ii) In addition to the coverage described in 4.06-a (4)(a)(ii), Business Automobile Liability

Insurance, the Contractor shall obtain for hazardous material transporter services:

(A) MCS-90 endorsement.

(B) Sudden & Accidental Pollution endorsement – Limits of Liability* \$2M Each Occurrence
\$2M General Aggregate

* These requirements and limits are the same for all size contracts. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-a (4) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed Project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements in Article 4.06-a: (2) Verification of Coverage and (3) Insurance Provisions. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 days of the Notice to Proceed, whichever is less.

(5) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII, or shall be a carrier otherwise acceptable to Trustees.

(6) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's work. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

(7) Miscellaneous.

(a) Any deductible under any policy of insurance required in this Article shall be the Contractor's liability.

(b) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.

(c) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due to the Contractor.

(d) If the Trustees are damaged by the failure of the Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.

(e) The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this Contract.

Attachment A

Description of Easements for the RUWAP pipeline, Reservoir "A" site, and Reservoir "B" site

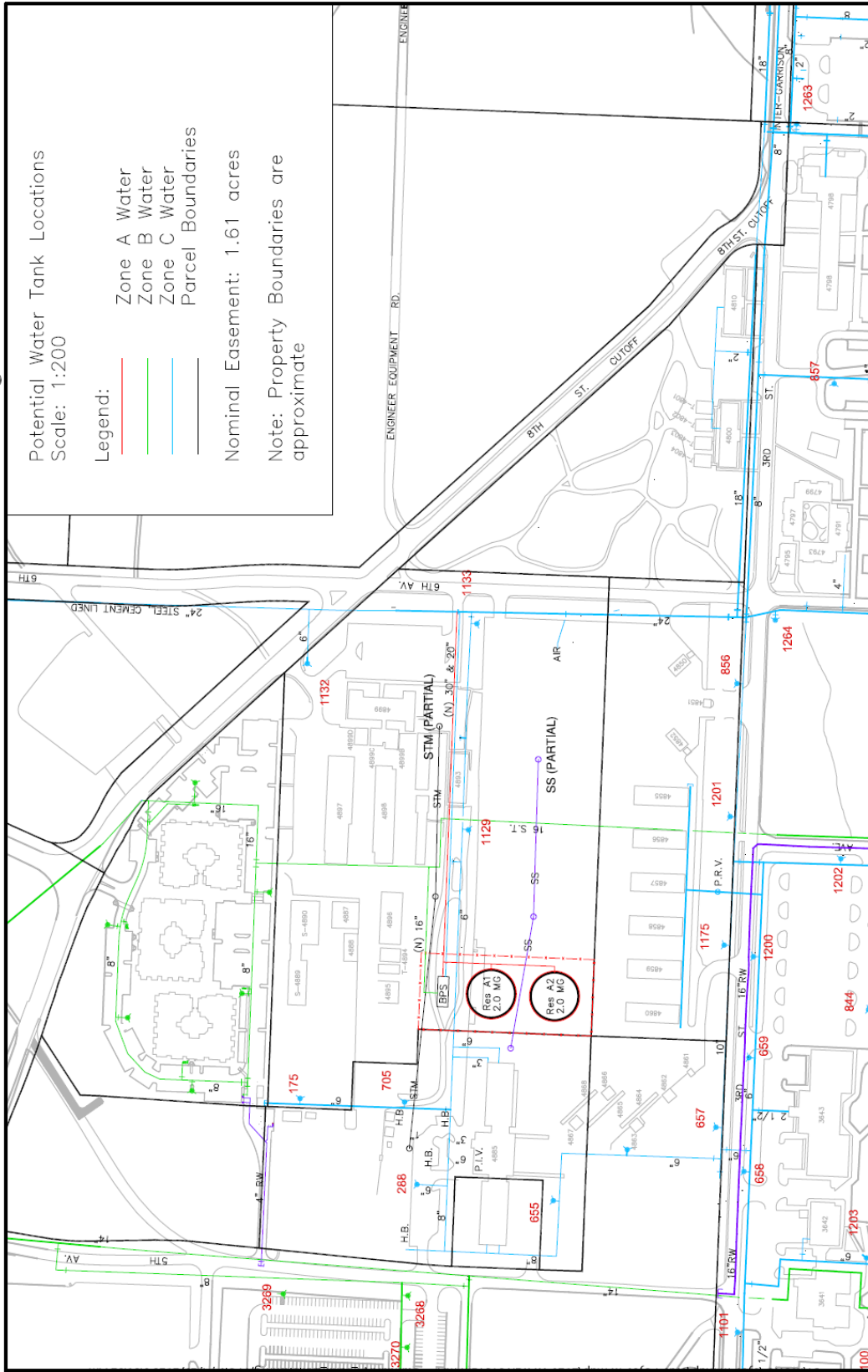
AERIAL PHOTOGRAPH



The subject easement is outlined in black.

Reservoir Site "A"

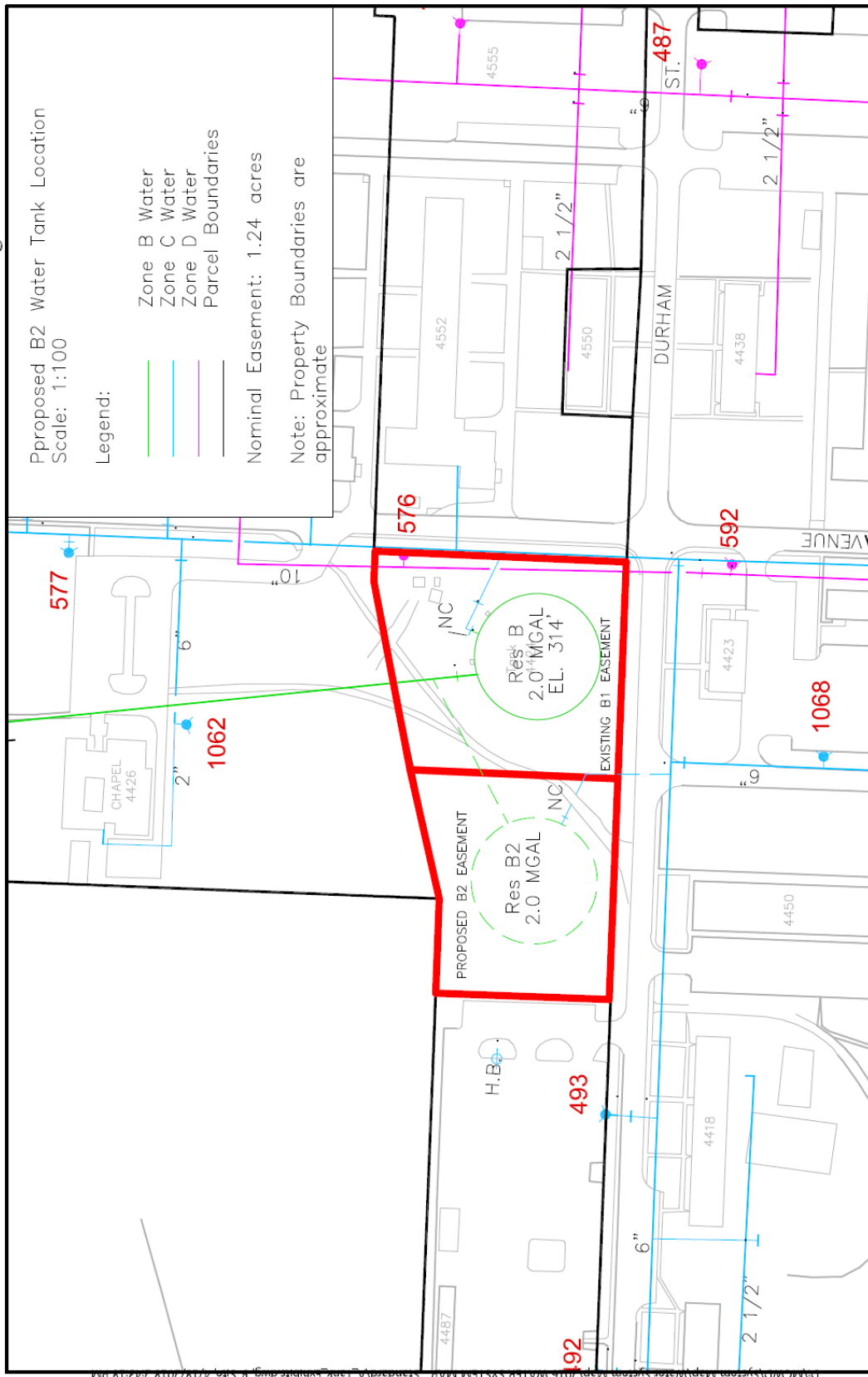
Figure 1: A1/A2 Tanks and BPS Location



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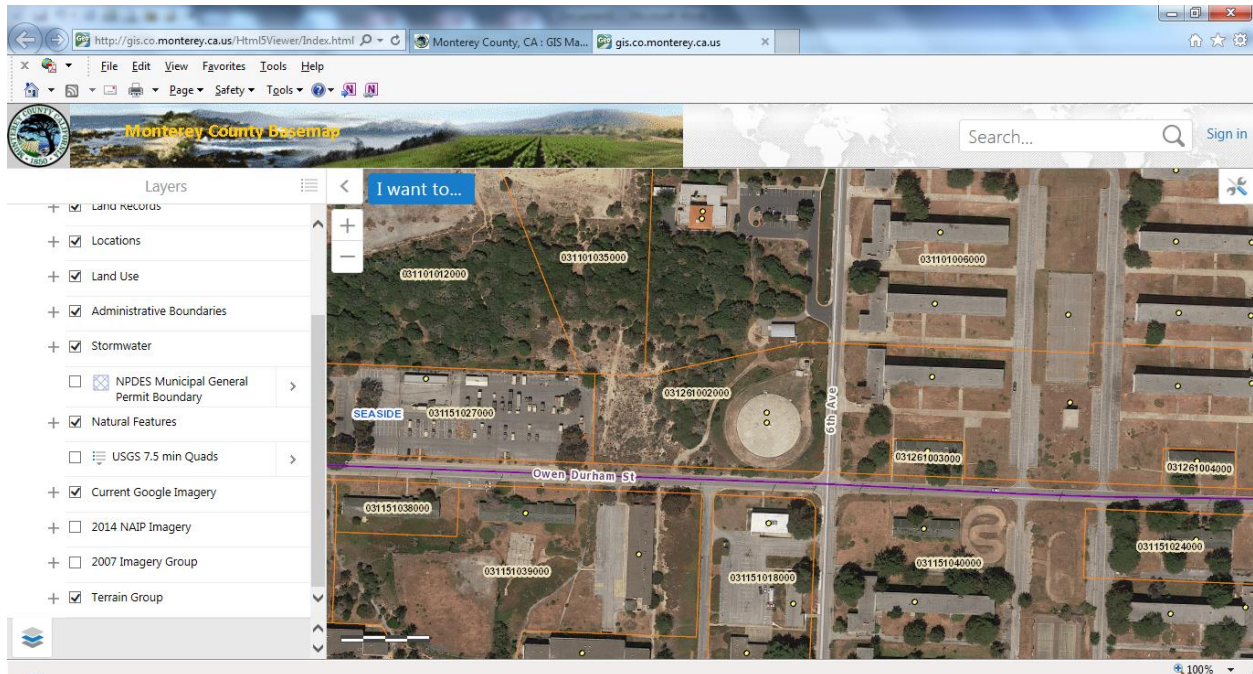
Reservoir Site "B"

Figure 2: B2 Tank Location

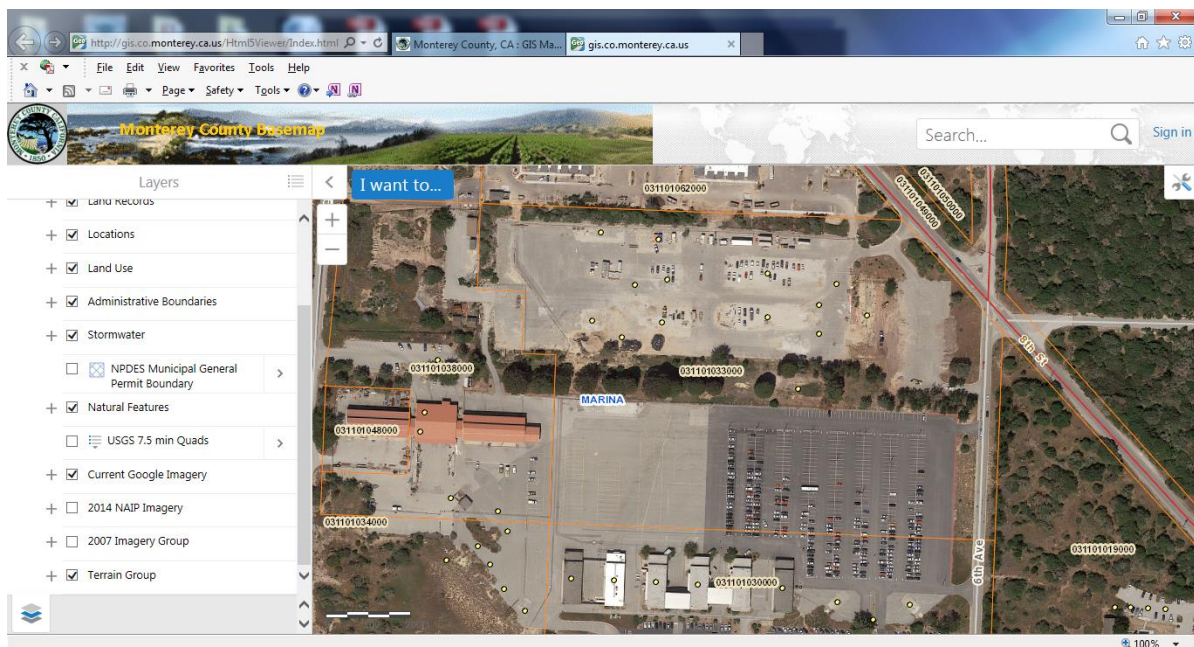


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Parcel Maps for Reservoir Sites



“B” Tank Site: A portion of APN 031-261-002, extending from the western edge of the parcel to where it adjoins the existing MCWD water tank easement, area totaling 1.24-acres.



“A” Tanks Site: A portion of APN 031-101-033, starting at the southwest corner, extending 399-feet north along the parcel boundary with APN 031-101-038, and 176-feet east along the parcel boundary with APN 031-101-030, forming a rectangle totaling 1.61 acres.