District	County	Route	K. P.	Parcel No.	E.A.
04	Sol	80	22.4	56952	013019

AMENDMENT #2 TO THE TEMPORARY PERMIT
Dated September 25, 1999

WHEREAS, The State of California acting through its Department of Transportation (Caltrans) and The California State University Maritime Academy, acting through the Trustees of the California State University (Trustees) have heretofore entered into that certain Temporary Permit Agreement dated August 5, 1999 and Amendment #1 thereto dated September 13, 1999, which Temporary Permit sets forth the terms and conditions under which the State acquired the rights for temporary construction and access for State transportation purposes, and

WHEREAS, subsequent to entering into said Temporary Permit, Caltrans and Trustees desire to amend said Permit,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows: Caltrans agrees to have the necessary Quitclaim document prepared releasing its interests, if any, in the area known as Maritime Academy Drive and as shown on the attached Exhibit A. This Quitclaim will be conveyed as part of the consideration being paid to Trustees for the temporary rights being acquired in the Temporary Permit. Caltrans will not incur any additional compensation obligations for new roadway construction or maintenance as a result of this Amendment.

Except as amended, all other terms and conditions remain the same.

APPROVAL RECOMMENDED

CAMPUS

APPROVED: TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By

J. PATRICK DROHAN
Assistant Vice Chancellor
Capital Planning, Design & Constr.

RECOMMENDED FOR APPROVAL:

SUZANN GOODHUE
Right of Way Agent

SUSAN CHANG
Project Manager
Carquinez Bridge Project
North Approach

ACCEPTED:
STATE OF CALIFORNIA

JOHN A. HIBEL
District Office Chief
Acquisition/Local Public Agency Services

THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHANNEL ISLANDS • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT
LONG BEACH • LOS ANGELES • MARITIME ACADEMY • MONTEREY BAY • NORTHRIDGE • POMONA • SACRAMENTO • SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO • SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR
TELEPHONE: (562) 951-4136

FAX (562) 951-4923

FILE WITH TLR NO. CMA 98-05
4-Sol-80
Parcel 56952
EA 013012

TEMPORARY PERMIT

THIS DOCUMENT NO. 56952 in the form of a Temporary permit, covering the property particularly described below has been executed and delivered to Suzanne Goodhue, Right of Way Agent for the State of California.

Trustees hereby grant permission to the State of California acting through its Department of Transportation (Caltrans), its officers, agents, and invitees, to enter upon the property of the Trustees of the California State University (Trustees) and to use that portion of the property of Trustees to construct a trestle structure as well as several road improvements required to serve the construction crews over, along, and through that certain real property situated in County of Solano, State of California, shown on EXHIBIT A, attached hereto and by this reference made a part hereof.

The permissive rights for possession hereby granted shall commence on July 1, 1999 with actual construction beginning October 1, 1999. This right to enter on the lands of Trustees shall end on December 31, 2006 or upon completion of construction activities whichever is sooner.

A. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvements, with the exception of any and all obligations arising under paragraph 5, below.

B. Caltrans shall pay the undersigned Trustees the sum of $51,000.00 for this Temporary Permit.

ADDITIONAL CONDITIONS OF PERMIT:

1. Due to the critical nature, tight environmental construction window, and the accelerated work schedule, Caltrans or its agents will be informed of the exact dates they/he/she will not be able to access campus facilities and specifically Maritime Academy Drive. The actual closure dates will, of necessity, be included in Caltrans construction contract documents distributed to bidders. Special Events that will necessitate closure include Homecoming, Finals Week, Open House, Pre-cruise/Finals, Commencement, License Examination, End Cruise 1/Pre-cruise 2 and End Cruise 2/Orientation, consisting of approximately 27 days per academic year. Some dates may require modification which will be negotiated at least sixty (60) days in advance of the event change. Campus personnel will provide the specific dates to be mutually agreed upon with Caltrans to minimize any campus disruption while allowing Caltrans to proceed with its construction schedule. The Drive will always be accessible for emergency vehicles. In addition, all necessary measures for traffic control for safety of pedestrian traffic and prevention of traffic congestion will be arranged to the mutual satisfaction of California Maritime Academy and Caltrans.

2. Caltrans is hereby advised that utility lines of unknown nature and origin may be present in the proposed easement area.

3. Caltrans will ensure that its employees, contractors, and agents will coordinate with the campus Planning, Design, and Construction Office with respect to other ongoing work on the campus and with respect to allowable work hours.

4. During construction, all necessary measures consistent with California Maritime Academy requirements will be instituted to protect the mooring dolphin for the berthing of the training ship. Access will be maintained for campus personnel and trainees to the dolphin mooring for berthing and unberthing.

TLR NO. CMA 99-05

5. Caltrans agrees to save harmless and indemnify Trustees, its officers, agents and employees, for loss and damage caused by, arising out of, or in any way connected with the exercise of this Permit, and Caltrans agrees to save harmless, indemnify, and defend Trustees, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by trustees, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Caltrans of the rights hereby granted, except those arising out of the sole negligence of Trustees.

6. Caltrans further agrees to assume full responsibility for any and all damages caused by Caltrans operation under this Permit and Caltrans shall, at its option, either repair or pay for such damages.

7. All construction areas are to be kept clean, safe and orderly at all times. Caltrans will not utilize the campus area for any staging, including but not limited to storing materials, parking construction vehicles and lining up trucks during construction.

   Caltrans will notify campus personnel of the dates for preconstruction and/or outreach meetings involving Caltrans or its agents should they wish to use the campus as a forum for notifying said agents of possible off campus land which may be available during construction for parking or staging.

8. Caltrans contractors must perform their work in accordance with the contract specifications and the Caltrans Standard Specification. Noise levels and hours of operation of contractor s operation will be addressed in the contract specifications and must comply with local ordinances that regulate noise level. Dust, which results from the contractor s operations, either inside or outside of Caltrans right of way, is controlled by the contract as set forth in the Caltrans Standard Specification. Caltrans or its agents will work out a mutually satisfactory schedule for dust control with campus personnel. A copy of the Project Specifications will be provided to California Maritime Academy for review prior to bid.

9. Caltrans will install vibration-sensing equipment to monitor potential vibration created by passing trucks or traffic passing through the campus near training simulators (see Exhibit B for location). Traffic speed will also be monitored to minimize potential impact. A mutually agreed upon mechanism will be established prior to the commencement of construction to engage simulator technicians for repair on an immediate call-out basis should there be a failure in operation of the simulators as a result of Caltrans operations. Caltrans will assume sole liability for any repairs that may become necessary as a result of excessive vibrations.

10. During construction it may become necessary to move the personal property, including but not limited to, tank and sea vans, butler building and dolphin mooring, located in the waterfront area. In addition, the property line fence from the shoreline to the Academy s vehicle yard at the top of the hill will be replaced with six (6) foot chain link fencing at the end of the construction project, at Caltrans expense. Any relocation work required as part of Caltrans project will be done at Caltrans expense.

11. Caltrans or its agents shall repair any substantial defects in campus roadways caused by Caltrans or Caltrans agents use and operation of the roadways during the term of the Temporary Permit. At the conclusion of the Permit, Caltrans agents shall place an overlay on the existing asphalt roadway referred to herein as Maritime Academy Drive, it being mutually agreed that said Drive will be restored to its original or better condition at the completion of construction.

12. During construction, Caltrans will construct a bypass road from the pier parking lot to the bridge. The following will be the responsibility of Caltrans or its agents.

    a. All permits including environmental permits, even though the Academy may have to be the named party on the permit.

    b. Any mitigation required by the permits.

TLR NO. CMA 99-05

Campus personnel will not be responsible for the maintenance of this bypass road during the term of this Permit. At the completion of the construction project, the bypass road may remain as constructed or modified or the land area restored to its original condition, subject to the requirements of the permitting agencies. The final decision regarding disposition of the bypass road will be negotiated between Caltrans and California Maritime Academy.

13. The campus will provide a site for the placement of a construction trailer/module at a specified waterfront location. Any such unit shall be mutually compatible with the color scheme of the structures in the area.

Dated August 5, 1999

APPROVAL RECOMMENDED:

CAMPUS

APPROVED: TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By

J. PATRICK DROHAN
Senior Director
Campus Planning, Design & Construction

RECOMMENDED FOR APPROVAL:

SUZANN GOODHUE
Right of Way Agent

SUSAN CHANG
Project Manager
Carquinez Bridge Project
South Approach
North

ACCEPTED:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JOHN A. HIBEL
District Office Chief
Acquisition/LPA Services

THE CALIFORNIA MARITIME ACADEMY

Amendment #1 to
TEMPORARY PERMIT

THIS DOCUMENT NO. 56952 in the form of a Temporary permit, covering the property particularly described below is amended as follows:

1) Change paragraph B, page 1 to read "Caltrans shall pay the undersigned Trustees the sum of $200,000, by check made payable to 'California Maritime Academy', in one lump sum, by December 1, 1999."

2) Change paragraph 11, page 2 to read "It is agreed that included in the amount payable under clause B above is payment in full to compensate Trustees for the paving of Maritime Academy Drive. The Trustees release Caltrans from any future obligations for the repair or overlay on Maritime Academy Drive at the end of construction of Caltrans project.

Except as amended, all other terms and conditions remain the same.

Dated September 13 1999

APPROVAL RECOMMENDED:

CAMPUS

APPROVED: TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By

J. PATRICK DROHAN
Assistant Vice Chancellor
Capital Planning, Design & Constr.

RECOMMENDED FOR APPROVAL:

SUZANN GOODHUE
Right of Way Agent

SUSAN CHANG
Project Manager
Carquinez Bridge Project
South Approach
North

ACCEPTED:
STATE OF CALIFORNIA

JOHN A. HIBEL
District Office Chief
Acquisition/LPA Services

A CAMPUS OF THE CALIFORNIA STATE UNIVERSITY

Mailing Address
P.O. Box 1392
Vallejo, CA
94590-0644

Street Address
200 Maritime Academy Drive
Vallejo, CA
94590-8181

Phone
707-654-1000

Fax
707-654-1001
WorldWideWeb
http://www.csum.edu