

**WOODBRIIDGE IRRIGATION DISTRICT  
CITY OF STOCKTON  
DELTA WATER TREATMENT PLANT  
TEMPORARY CONSTRUCTION EASEMENT**

A parcel of land in the unincorporated area of the County of San Joaquin, State of California situated in the east half of the northeast quarter of Section 33 and in the west half of the northwest quarter of Section 34, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, described in the deed from Joe A. Silva and Dolores Silva, Co-Trustees of the Silva Family Trust dated March 27, 1997 to the City of Stockton, a municipal corporation dated November 5, 2003, and recorded November 26, 2003 as Document Number 2003-272994, San Joaquin County records, being more particularly described as follows:

Beginning at a 3/4 inch iron pipe found in a monument well at the westerly right-of-way of Lower Sacramento Road as shown in Book 37 of Surveys, at Page 137, San Joaquin County Records; thence southerly along said right-of-way South 00°45'00" West, 73.46 feet to a point on said right-of-way, thence leaving said right-of-way North 88°31'22" West, 1004.83 feet; thence North 86°05'07" West, 619.35 feet; thence North 89°00'36" West, 459.75 feet; thence South 45°59'24" West, 58.62 feet; thence North 89°00'36" West, 379.32 feet; thence South 00°12'33" West, 16.58 feet; thence North 89°47'27" West, 76.49 feet; thence North 43°50'44" West, 33.46 feet to a point on the west line of property conveyed to the City of Stockton in said Document No. 2003-272994; thence North 00°15'57" West along the westerly property line 65.36 feet to a point on the section line of Section 33, also being the northwesterly corner of said property; thence South 89°00'36" East, 1326.18 feet along said section line to the Section Corner common to Sections 27, 28, 33 & 34, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown in Book 18 of Parcel Maps, Page 175, San Joaquin County Records; thence along the northerly section line of Section 34 South 89°09'30" East, 1278.64 feet to the POINT OF BEGINNING.

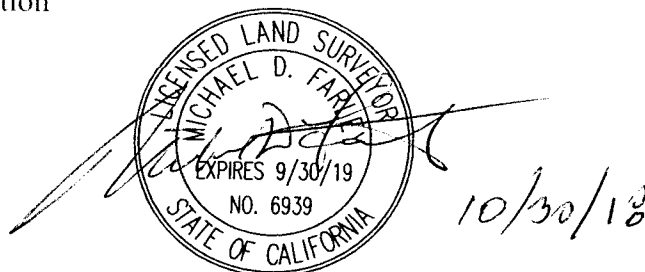
Containing 3.40 acres more or less.

The Basis of Bearings for this description is the northerly section line of Section 34 from the northwesterly Section Corner common to Section 27, 28, 33 and 34 to a point on the westerly right-of-way line of Lower Sacramento Road, which bears South 89°09'30" East as shown in Book 18 of Parcel Maps, Page 175, San Joaquin County Records.

The above described property is subject to all pertinent exceptions and easements of record and may be subject to unrecorded restrictions, conditions, etc., which may not be noted herein.

Attached hereto is a Plat entitled "Exhibit A" which by this reference is made part hereof.

End Description



DWTP Temporary Construction Easement\_082818

North: 49981.2176' East: 51278.5066'

Segment #1 : Line

Course: S0° 45' 00"W Length: 73.46'

North: 49907.7639' East: 51277.5450'

Segment #2 : Line

Course: N88° 31' 22"W Length: 1004.83'

North: 49933.6679' East: 50273.0490'

Segment #3 : Line

Course: N86° 05' 07"W Length: 619.35'

North: 49975.9520' East: 49655.1441'

Segment #4 : Line

Course: N89° 00' 36"W Length: 459.75'

North: 49983.8955' East: 49195.4627'

Segment #5 : Line

Course: S45° 59' 24"W Length: 58.62'

North: 49943.1672' East: 49153.3021'

Segment #6 : Line

Course: N89° 00' 36"W Length: 379.32'

North: 49949.7211' East: 48774.0387'

Segment #7 : Line

Course: S0° 12' 33"W Length: 16.58'

North: 49933.1412' East: 48773.9782'

Segment #8 : Line

Course: N89° 47' 27"W Length: 76.49'

North: 49933.4204' East: 48697.4887'

Segment #9 : Line

Course: N43° 50' 44"W Length: 33.46'

North: 49957.5521' East: 48674.3104'

Segment #10 : Line

Course: N0° 15' 57"W Length: 65.36'

North: 50022.9114' East: 48674.0072'

Segment #11 : Line

Course: S89° 00' 36"E Length: 1326.18'

North: 49999.9978' East: 49999.9892'

Segment #12 : Line

Course: S89° 09' 30"E Length: 1278.64'

North: 49981.2154' East: 51278.4913'

Perimeter: 5392.02' Area: 148245.72 Sq. Ft.

Error Closure: 0.0155 Course: S82° 07' 37"W

Error North: -0.00212 East: -0.01535

Precision 1: 347873.55

The right of the District its agents, employees, and contractors, to enter and occupy said property shall commence upon receipt of a fully executed copy of this Temporary Construction Easement and shall terminate on April 1, 2020 or upon completion of the project/activity, whichever occurs first.

The District, its agents, employees, and contractors shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this agreement the policies of insurance specified in Exhibit "B", which is attached to this agreement and incorporated by this reference."

**Exhibit B:**  
**Insurance Requirements for Construction Contracts**  
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Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

1. **The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.
2. For any claims related to this project, the **Contractor's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

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

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

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

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

### ***Certificate holder address***

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

### ***Maintenance of Insurance***

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

### ***Special Risks or Circumstances***

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