

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 RIGHT OF ENTRY PERMIT

2 P - 00036

3 THIS RIGHT OF ENTRY PERMIT ("Permit") is made and entered, in
4 duplicate, as of May 19, 2015 for reference purposes only, pursuant to a minute order of
5 the City Council of the City of Long Beach at its meeting on May 12, 2015, by and
6 between THE CITY OF LONG BEACH ("City") and AECOM TECHNICAL SERVICES,
7 INC., a California corporation ("Permittee").

8 1. City grants to Permittee, its contractors, agents and employees
9 (collectively, the "Permittee Parties"; individually, a "Permittee Party") a nonexclusive
10 right to enter the City owned Premises near Baker Street Mini Park and Wrigley Heights
11 Dog Park ("Park Premises") as shown on Exhibit "A", subject to all licenses, easements,
12 encumbrances, and claims of title, and subject to the terms of this Permit.

13 2. This Permit is for the exclusive use of Permittee Parties, and is not
14 assignable. Permittee Parties shall use the Park Premises solely for the purpose of
15 drilling soil vapor sampling wells and installing temporary vapor testing equipment to
16 investigate the impact of petroleum pipelines on ground and surface water in compliance
17 with a Cleanup Abatement Order issued by the Los Angeles Regional Water Quality
18 Control Board.

19 3. The term of this Permit shall begin on May 1, 2015, and shall end on
20 April 30, 2016. In addition, subject to the sole discretion of the City Manager, or his
21 designee, the parties may enter into four (4) options to renew, each for an additional one
22 (1) year term at the discretion of the City Manager

23 4. All costs related to the Cleanup Abatement Order shall be at the sole
24 expense of Permittee Parties. All work by Permittee Parties, its employees, contractors,
25 and invitees shall be performed in a good, safe and workmanlike manner.

26 5. Any damage to the Premises arising from the permission granted
27 herein shall be repaired by Permittee Parties to the satisfaction of the City. Permittee
28 Parties shall leave the Premises in a neat, clean and safe condition satisfactory to the

1 City at the expiration or sooner revocation of this Permit. In addition, Permittee Parties
2 shall fill the cistern and abandon it in a safe condition and in compliance with all
3 applicable laws, rules, regulations, and ordinances. The City, at its option, may require
4 removal of the cistern and monitoring equipment by Permittee Parties at the conclusion of
5 the project.

6 6. As a condition precedent to the effectiveness of this Permit,
7 Permittee shall provide evidence of insurance equal to the following insurance coverage:

8 (a) Commercial general liability insurance (equivalent in scope to
9 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
10 \$1,000,000 per occurrence or \$2,000,000 general aggregate. The coverage shall
11 include but not be limited to broad form contractual liability, cross liability,
12 independent contractors liability, and products and completed operations liability.
13 The City, its officers, employees and agents shall be named as additional insureds
14 by endorsement (on the City's endorsement form or on an endorsement equivalent
15 in scope to ISO form CG 200 10 11 85 or CG 20 26 11 85), and this insurance
16 shall contain no special limitations on the scope of protection given to the City, its
17 officers, employees and agents.

18 (b) Workers' compensation insurance as required by the
19 California Labor Code and employer's liability insurance in an amount not less
20 than \$1,000,000 per accident.

21 (c) Commercial automobile liability insurance (equivalent in scope
22 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount
23 not less than \$500,000 combined single limit per accident.

24 Any self-insurance program, self-insured retention, or deductible must be
25 separately approved in writing by City's Risk Manager or designee and shall protect the
26 City, its officials, employees and agents in the same manner and to the same extent as
27 they would have been protected had the policy or policies not contained retention or
28 deductible provisions. Each insurance policy shall be endorsed to state that coverage

1 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
2 notice to City, and shall be primary and not contributing to any other insurance or self-
3 insurance maintained by the City. Permittee shall notify the City within five (5) days after
4 any insurance required in this Permit has been voided by the insurer or canceled by
5 Permittee.

6 Permittee shall require that all Permittee Parties maintain insurance in
7 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
8 designee.

9 Prior to entry on City-owned Property, Permittee shall deliver to City
10 certificates of insurance or self-insurance and required endorsements, including any
11 insurance required by Permittee Parties, for approval as to sufficiency and form. The
12 certificates and endorsements shall contain the original signature of a person authorized
13 by that insurer to bind coverage on its behalf. In addition, Permittee shall at least thirty
14 (30) days prior to expiration of this insurance furnish to the City evidence of renewal of
15 the insurance. City reserves the right to require complete certified copies of all policies of
16 insurance at any time. Permittee and Permittee Parties shall make available to the City,
17 during normal business hours, all books, records, and other information relating to the
18 insurance required in this Permit.

19 Any modification or waiver of these insurance requirements shall only be
20 made by the City's Risk Manager or designee, in writing. The procuring or existence of
21 insurance shall not be construed or deemed as a limitation on liability or as full
22 performance with the indemnification provisions of this Permit.

23 Notwithstanding any other provision of this Permit, if Permittee or a
24 Permittee Party fails to comply with this Section, the City may immediately revoke this
25 Permit and the permission granted by this Permit.

26 7. Permittee shall defend, indemnify and hold harmless the City, its
27 employees and agents from and against all claims, demands, damage, loss, liability,
28 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,

1 court costs and litigation expenses) (collectively "Claim" or "Claims") arising from or
2 connected with the borings and the Project including but not limited to property damage,
3 personal injury, bodily injury or death by reason of any act or alleged act or omission of
4 Permittee, the willful misconduct of Permittee, the negligence or alleged negligence
5 (active or passive) of Permittee, or any violation of any provision of this Permit, excluding
6 the sole negligence of the City, its employees and agents.

7 8. City, its officers, and employees shall not be responsible or liable for
8 loss or damage by theft, fire, flood, burglary, vandalism, or any other cause to the
9 supplies, equipment, or other personal property of Permittee Parties in or on the City-
10 owned Property, except to the extent caused by the gross negligence of the City, its
11 officers, or employees. By executing this Permit and in consideration for being allowed
12 entry to the City-owned Property, Permittee waives all claims against the City, its officers,
13 or employees for such loss or damage.

14 9. Permittee Parties, at its sole cost, shall comply with all applicable
15 laws, regulations, rules, and orders with respect to the use of the Premises, including but
16 not limited to obtaining necessary permits and disposing of all materials related to the
17 monitoring and sampling of groundwater at a properly licensed facility, and furnish
18 satisfactory evidence of such compliance on request of the City.

19 10. Any notice that either party is required to give to the other party shall
20 be in writing and personally delivered or deposited in the U.S. Mail, postage prepaid, first-
21 class, as follows:

- | | | |
|----|---------------|------------------------------|
| 22 | To City: | 333 West Ocean Boulevard |
| 23 | | Long Beach, California 90802 |
| 24 | | Attn: City Manager |
| 25 | To Permittee: | AECOM |
| 26 | | 3995 Via Oro Avenue |
| 27 | | Long Beach, CA 90810 |

28 Either party may change its address by notifying the other party of the

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1 change of address. Notice shall be deemed given on the date personal delivery is made
2 or forty-eight (48) hours after the time of mailing, whichever applies.

3 11. Permittee shall pay to the City a one-time fee of Three Hundred Fifty
4 Dollars (\$350). In consideration of the permission granted by this Permit, Permittee
5 Parties shall submit the results of the Cleanup Abatement Order to the City at no charge
6 to the City, for the City's own use.

AECOM TECHNICAL SERVICES, INC., a
California corporation

7
8
9 May 21, 2015

By TTC
Name Travis Taylor
Title Associate Vice President

10
11 _____, 2015

By _____
Name _____
Title _____

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

12
13
14
15
16 June 8, 2015

By RBAL Assistant City Manager
City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17
18
19
20 This Right of Entry Permit is approved as to form on
21 May 26, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy



Attachment

