

- () Exploration
- () Survey
- (X) Construction
- () Other

Project:
Parcel address: 100 37th Street, Richmond
APN(s):

TEMPORARY ENTRY PERMIT

Permission is given to Contra Costa County and its officers, employees, agents, and contractors ("County"), to enter, with all necessary equipment, upon property owned by the State of California, hereinafter referred to as Permitter, and described as:

Address:

100 37th Street, Richmond, CA aka George Carroll Courthouse (the "Property")

For the purpose of: trenching and placing two 2" pipes from the corner AT&T pull box to the nearest accessible point of entry of the Building. The contractor (E3) will need to drill two cores into the basement of the courthouse building. E3 will need to hang a trapeze carrying two 4" EMT conduits from the entry point of the courthouse building possibly through a couple of building footings and into the Basement MPOE. E3 will follow up that conduit install by placing 3/8" pull rope from the corner street box to the MPOE, and for such other incidental purposes as may be required (the "Project"), subject to the following provisions:

1. Reasonable precautions will be exercised to avoid damage and protect persons or property.
2. Permitter assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors or employees of County by reason of the exercise of privileges given under this permit.
3. County agrees to indemnify and hold harmless Permitter from any damage caused by County's activities authorized by this permit. County agrees also to either reimburse Permitter for any damage or destruction to its roads and fences, or other property, occurring by reason of the exercise of rights granted, or to replace or restore said property to its preexisting condition. Notwithstanding the above, the County shall not be required to indemnify Permitter to the extent that a claim arises from either the Permitter's negligence or willful misconduct.
4. This agreement may be terminated at any time by the County or by the Permitter upon 30 days advance written notice.
5. Upon request by Permitter, results of all studies and analyses shall be shared with the Permitter at no cost.
6. County and its contractor shall conduct its work in accordance with all applicable laws. All work shall be performed by County or its contractors in a good and workmanlike manner. County represents and warrants that each of its contractors shall carry all such insurance and comply with the indemnification requirements set forth in section 6.3 of the Joint Occupancy Agreement between the Judicial Council of California, Administrative Office of the Courts and the County of Contra Costa dated March 31, 2009, a copy of which is attached hereto as **Exhibit "A"**.
7. The County and Permitter acknowledge that the act of installing the conduit may encounter some pre-existing asbestos or asbestos containing materials (collectively, "**ACMs**") in the

courthouse building. Should ACMs be disturbed during the course of completion of the Project, the County and/or its Contractors shall complete and immediately forward to the Permittor the form entitled "**Report of Work Affecting Asbestos Containing Materials,**" a copy of which is attached hereto and incorporated herein as **Exhibit "B."** All personnel performing the installation work in the courthouse building must be certified as qualified to work with ACMs. County hereby agrees to indemnify, defend and hold harmless the Permittor, its officers, directors, employees, and agents from and against any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys' fees and costs arising from any disturbance of ACMs in connection with the Project including, but not limited to, the cost and expense of any clean-up of any release of ACMs, and temporary relocation of Court operations during such clean-up.

- 8. This permit expires on October 1, 2015.

CONTRA COSTA COUNTY

PERMITTEE:

By: _____
Name: _____
Title: _____
Daytime telephone: _____
Emergency telephone: _____
Email: _____
Date: _____

PERMITTOR: JUDICIAL COUNCIL OF CALIFORNIA

Approved as to Form:
Judicial Council of California
Legal Services

By: _____
Name: Stephen Saddler
Title: Manager, Business Services
Date: _____

By: _____
Name: Charles R. Martel
Title: Attorney
Date: _____

EXHIBIT A

Section 6.3 of Joint Occupancy Agreement

(each, a “Claim”, and together, “Claims”) or an AOC Claim, or if a Party otherwise becomes aware that an Incident has occurred, that Party will make best efforts to promptly notify the other Party of that Incident. Following that notice, the Parties will work together, diligently and in good faith, to determine which of them bears responsibility for the loss or injury alleged, and whether either Party is entitled to indemnification by the other in respect of the Incident under sections 8.1 or 8.2 of this Agreement. If the Parties are not able to so agree, then they will resolve those matters under section 11 of this JOA.

6.3 Third-Party Contractor Insurance. Each Party must require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name both Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of both Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors must indemnify, defend, and hold harmless the County Parties and the State Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and neither Party waives any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

6.4 Workers’ Compensation Coverage. Each Party will each maintain its own workers’ compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers’ compensation insurance coverage for employees of the other Party.

7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction Event. If, due to Property Loss, the Real Property cannot be occupied by one or both Parties, each Party will be solely responsible to arrange for its own relocation to and occupancy of alternate space. Promptly after a Property Loss, the Parties will comply with the provisions of section 6, and as promptly as possible, but in no event later than 180 days after a Property Loss, each Party will notify the other in writing (“**Restoration Election Notice**”) whether it wishes to restore or replace the Damaged Property.

7.2 Both Parties Elect to Restore or Replace. If both Parties elect to restore or replace the Damaged Property, the Parties will cooperate in good faith to restore or replace the Damaged Property, with each Party contributing the proceeds it receives as

EXHIBIT "B"

Report of Work Affecting Asbestos Containing Materials

This evaluation covers the following maintenance work:

Location of work (address, building, room number(s), or general description):

Date(s) of work: _

Description of work:

Work approval form number:

Description of work practices employed to minimize disturbance of asbestos:

Description of work practices employed to contain released fibers and to clean up the work area:

Description of equipment and procedures used to protect workers:

List of Workers employed to contain released fibers and to clean up the work area (in-house worker or contract):

Worker Name and Employer:

Worker Name and Employer:

Worker Name and Employer:

Worker Name and Employer:

Describe transportation and storage of ACM waste: _

Signed: _____ Date: _____

Title: _____