

RIGHT OF ENTRY

The City of Stockton (the "CITY") grants to C&R INTERNATIONAL SALES, INC., its agents, employees, and contractors, permission to enter upon the property described as for the westerly 120 feet of APN # 163-320-01 (Property) as shown in Exhibit "A" for the purpose(s) of installing a truck turning area to allow trucks to enter the loading area on the adjacent property located at 2403 Navy Dr., Stockton, CA. .

Additionally, C&R INTERNATIONAL SALES, INC agrees to relocate all of the Municipal Utilities Department's stored material located within the 120 foot Property area to an adjacent area west of the Property occupied by the Municipal Utilities Department. C&R INTERNATIONAL SALES, INC also agrees to provide security fencing bordering the Municipal Utilities area and the Property.

It is understood and agreed by the parties that C&R INTERNATIONAL SALES, INC., its agents, employees, and contractors, shall return the Property to its original or better condition immediately after said entry has been made and/or completed.

C&R INTERNATIONAL SALES, INC., its agents, employees, and contractors shall not commence any work onsite before obtaining, the policies of insurance specified in Exhibit "B", which is attached to this agreement and incorporated by this reference. C&R INTERNATIONAL SALES, INC., its agents, employees, and contractors further agree to maintain said insurance in force at all times during the duration and performance of this agreement.

C&R INTERNATIONAL SALES, INC, its agents, employees, and contractors shall defend, indemnify, and hold harmless City, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of C&R INTERNATIONAL SALES, INC., its agents, employees, and contractors, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, or willful misconduct of the City.

The right of C&R INTERNATIONAL SALES, INC, its agents, employees, and contractors, to enter and occupy said Property shall commence upon receipt of a fully executed copy of this Right of Entry and shall terminate upon completion of the project/activity. However, the right of C&R INTERNATIONAL SALES, INC, its agents, employees, and contractors, to enter and occupy said Property shall not commence without at least 24 hours' verbal notice to the City of Stockton Municipal Utilities Department (209-937-8700) and written confirmation of said notice from Municipal Utilities prior to entering the property.

DATED: 4/27/15

CITY OF STOCKTON

C. Mel Lytle
C. MEL LYTLE, PH.D.

DIRECTOR OF MUNICIPAL UTILITIES

C&R INTERNATIONAL SALES, INC.

By: Charles Toledo

Printed Name: CHARLES TOLEDO

Title: PRESIDENT

APPROVED AS TO FORM AND CONTENT:
OFFICE OF THE CITY ATTORNEY

BY: Y. M. Sanchez

CITY ATTORNEY

Exhibit A



Exhibit B:
Insurance Requirements
(Right of Entry)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

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 **\$1,000,000** 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 Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

Other Insurance Provisions:

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

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (**at least as broad as** ISO Form CG 20 10 11 85).

Primary Coverage

For any claims related to this contract, the Lessee's insurance coverage shall be 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 Lessee's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Lessee's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Lessee hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Lessee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's 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's rating of no less than A+:X.

Verification of Coverage

Lessee shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. 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 Lessee's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time, for any reason or no reason.

Special Risks or Circumstances

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

Certificate holder address

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

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- 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 Lessee fails to maintain the required insurance in full force and effect, the CITY may terminate this Contract.