

REINSTATEMENT AND THIRD AMENDMENT TO SITE ACCESS AGREEMENT

This **REINSTATEMENT AND THIRD AMENDMENT TO SITE ACCESS AGREEMENT** ("*Third Amendment*") is entered into by and between **CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**, a California corporation ("*EMC*"), and **CITY OF HUNTINGTON BEACH** ("*Owner*").

RECITALS

A. Owner and EMC entered into a Site Access Agreement dated February 19, 2013, as amended on or about January 31, 2017 pursuant to the Reinstatement and First Amendment to Site Access Agreement and further amended on or about November 9, 2021 pursuant to the Reinstatement and Second Amendment to Site Access Agreement (collectively, "*Agreement*") whereby Owner permitted EMC access to the premises located at 18477 Beach Boulevard in the City of Huntington Beach, County of Orange, State of California, APN 159-031-16 (the "*Property*") to conduct certain environmental work described in the Agreement. A copy of the Agreement is attached hereto as Attachment "A-1".

B. The Agreement has expired and the parties desire to reinstate and amend the Agreement to extend the term of the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and this Third Amendment, the parties hereby agree as follows:

1. "*Amendment Effective Date*" means the latest date on the signature page when all parties have signed this Third Amendment.

2. **Reinstatement of Agreement.** The parties revoke the termination of the Agreement, reinstate and ratify the Agreement as amended by this Third Amendment, and agree and acknowledge that upon the Amendment Effective Date, the Agreement, as amended by this Third Amendment, remains in full force and effect as if the same had never been terminated.

3. The foregoing recitals are true and correct and are incorporated herein by reference.

4. All capitalized terms used in this Third Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

5. Paragraph 3 (Term) of the Agreement is hereby deleted and a new paragraph is inserted as follows:

The license granted herein shall expire as of midnight on March 1, 2029 or upon completion of the Work, whichever is earlier. In the event that access to the Property by EMC is necessary beyond the date specified in this paragraph, the parties shall meet and confer upon the terms for the extension of this Agreement, which extension shall not reasonably be denied by Owner.

6. The parties agree and acknowledge that upon the Amendment Effective Date, the Agreement, as amended by this Third Amendment, remains in full force and effect.


7. This Third Amendment may be executed in counterparts. Executed signature pages sent by email scan or otherwise by photocopy are valid means of delivery.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed as set forth below and effective as of the Amendment Effective Date.

EMC:

**CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,**
a California corporation

Dated: March 11, 2025

By: 
Name: Harpreet K. Tiwana
Its: Assistant Secretary

OWNER:

CITY OF HUNTINGTON BEACH

Dated: _____, 2025

Mayor

Dated: _____, 2025

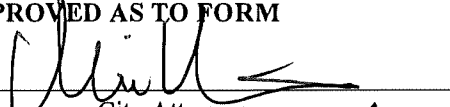
City Clerk

Dated: 3/13/2025, 2025

INITIATED AND APPROVED


Director of Public Works

Dated: 3/17/2025, 2025

APPROVED AS TO FORM


City Attorney

ATTACHMENT A-1

SITE ACCESS AGREEMENT DATED FEBRUARY 19, 2013 AND
REINSTATEMENT AND FIRST AMENDMENT TO SITE ACCESS AGREEMENT AND
REINSTATEMENT AND SECOND AMENDMENT TO SITE ACCESS AGREEMENT

REINSTATEMENT AND SECOND AMENDMENT TO SITE ACCESS AGREEMENT

This REINSTATEMENT AND SECOND AMENDMENT TO SITE ACCESS AGREEMENT ("*Second Amendment*") is entered into by and between CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation ("*EMC*"), and CITY OF HUNTINGTON BEACH ("*Owner*").

RECITALS

A. Owner and EMC entered into a Site Access Agreement dated February 19, 2013, as amended on or about January 31, 2017 pursuant to the Reinstatement and First Amendment to Site Access Agreement (collectively, "*Agreement*") whereby Owner permitted EMC access to the premises located at 18477 Beach Boulevard in the City of Huntington Beach, County of Orange, State of California, APN 159-031-16 (the "*Property*") to conduct certain environmental work described in the Agreement. A copy of the Agreement is attached hereto as Attachment "A-1".

B. The Agreement has expired and the parties desire to reinstate and amend the Agreement to extend the term of the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and this Second Amendment, the parties hereby agree as follows:

1. "*Amendment Effective Date*" means the latest date on the signature page when all parties have signed this Second Amendment.

2. **Reinstatement of Agreement.** The parties revoke the termination of the Agreement, reinstate and ratify the Agreement as amended by this Second Amendment, and agree and acknowledge that upon the Amendment Effective Date, the Agreement, as amended by this Second Amendment, remains in full force and effect as if the same had never been terminated.

3. The foregoing recitals are true and correct and are incorporated herein by reference.

4. All capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

5. Paragraph 3 (Term) of the Agreement is hereby deleted and a new paragraph is inserted as follows:

The license granted herein shall expire as of midnight on February 19, 2025 or upon completion of the Work, whichever is earlier. In the event that access to the Property by EMC is necessary beyond the date specified in this paragraph, the parties shall meet and confer upon the terms for the extension of this Agreement, which extension shall not reasonably be denied by Owner.

6. The parties agree and acknowledge that upon the Amendment Effective Date, the Agreement, as amended by this Second Amendment, remains in full force and effect.

7. This Second Amendment may be executed in counterparts. Executed signature pages sent by email scan or otherwise by photocopy are valid means of delivery.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as set forth below and effective as of the Amendment Effective Date.

EMC:

CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,
a California corporation

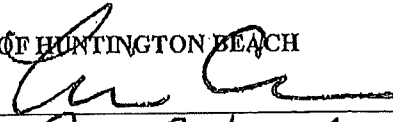
Dated: _____, _____

By: _____
Name: _____
Its: _____

OWNER:

CITY OF HUNTINGTON BEACH

Dated: _____, _____




Mayor
John Estanislau

City Clerk *11/9/21*

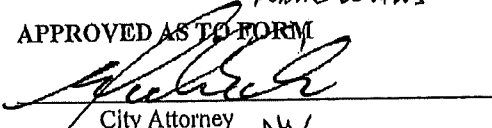
Dated: _____, _____

Dated: *October 26th*, *2021*

INITIATED AND APPROVED


Director of ~~Economic Development~~
Public Works

Dated: _____, _____

APPROVED AS TO FORM


City Attorney *NW*

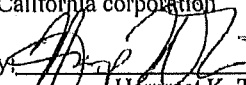
COUNTERPART

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as set forth below and effective as of the Amendment Effective Date.

EMC:

CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,
a California corporation

Dated: November 2, 2021

By: 
Name: Harpreet K. Tiwana
Its: Assistant Secretary

OWNER:

CITY OF HUNTINGTON BEACH

Dated: _____, _____

Mayor

Dated: _____, _____

City Clerk

INITIATED AND APPROVED

Dated: _____, _____

Director of Economic Development

APPROVED AS TO FORM

Dated: _____, _____

City Attorney

COUNTERPART

ATTACHMENT A-1

SITE ACCESS AGREEMENT DATED FEBRUARY 19, 2013 AND
REINSTATEMENT AND FIRST AMENDMENT TO SITE ACCESS AGREEMENT
DATED JANUARY 31, 2017

APPROVED 6-0-1
(BRENDEN ABSENT)



CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 2/21/2017

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Fred A. Wilson, City Manager

PREPARED BY: Kenneth A. Domer, Assistant City Manager
Kellee Filtzal, Deputy Director, Office of Business Development

SUBJECT: Approve and authorize execution of a Reinstatement and First Amendment to Site Access Agreement (Amendment) Between the City and Chevron Environmental Management Company (EMC) to conduct environmental work at 18477 Beach Boulevard

Statement of Issue:

The City Council is asked to approve a Reinstatement and First Amendment to Site Access Agreement (Amendment) between the City of Huntington Beach and Chevron Environmental Management Company (EMC) for temporary access rights onto City-owned property to conduct environmental work under the oversight and direction of the Orange County Health Care Agency (OCHCA).

Financial Impact:

Not Applicable

Recommended Action:

Approve and authorize the Mayor and City Clerk to execute the "Reinstatement and First Amendment to Site Access Agreement" between the City of Huntington Beach and Chevron Environmental Management Company (EMC) extending the term to February 19, 2019.

Alternative Action(s):

Do not approve the Agreement and direct staff accordingly.

Analysis:

In February 2013, the City approved a three-year Site Access Agreement (Agreement) to allow Chevron Environmental Management Company (EMC) access onto City-owned property located at 18477 Beach Boulevard, adjacent to Denny's Restaurant. The purpose of the Agreement was to allow EMC to perform environmental work under the oversight of OCHCA. EMC has been conducting environmental remediation work at the Chevron gas station facility located at 18501 Beach Boulevard, directly south of the City owned property. Under the direction of the OCHCA, EMC had requested permission to conduct environmental work, including the installation, maintenance, inspection, replacement, periodic sampling, abandonment of boring wells, and the use of those boring wells for the introduction of compounds to facilitate bioremediation, on the City-owned property.

The Agreement ensured the City was properly indemnified and held harmless against any claims or liabilities resulting from any environmental work performed by EMC and its subcontractors on the

City-owned property. In addition to indemnification, EMC agreed to repair portions of the property if they were to be damaged as a result of remediation work.

The original Agreement expired on February 19, 2016. OCHCA is requiring EMC to do further environmental work. Therefore, EMC has requested a reinstatement of the Agreement via the Amendment, to complete further monitoring and environmental work.

The City Attorney has reviewed and approved the Amendment and staff recommends approval of the Amendment, as this work is necessary to help protect the environment.

When completed, the property will be returned to its original condition by EMC.

Environmental Status:

Not applicable.

Strategic Plan Goal:

Improve quality of life

Attachment(s):

1. Reinstatement and First Amendment to Site Access Agreement
2. Aerial Map of Location

REINSTATEMENT AND FIRST AMENDMENT TO SITE ACCESS AGREEMENT

This REINSTATEMENT AND FIRST AMENDMENT TO SITE ACCESS AGREEMENT ("First Amendment") is entered into by and between CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation ("EMC"), and CITY OF HUNTINGTON BEACH ("Owner").

RECITALS

A. Owner and BMC entered into a Site Access Agreement dated February 19, 2013, ("*Agreement*") whereby Owner permitted EMC access to the premises located at 18477 Beach Boulevard in the City of Huntington Beach, County of Orange, State of California, APN 159-031-16 (the "*Property*") to conduct certain environmental investigation and/or remediation work described in the Agreement. A copy of the Agreement is attached hereto as Attachment 1.

B. The Agreement has expired and the parties desire to reinstate and amend the Agreement to extend the term of the Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Paragraph 3 (*Term*) of the Agreement is hereby deleted and a new paragraph is inserted as follows:

The license granted herein shall expire as of midnight on February 19, 2019 or upon completion of the Work, whichever is earlier. In the event that access to the Property by EMC is necessary beyond the date specified in this paragraph, the parties shall meet and confer upon the terms for the extension of this Agreement, which extension shall not reasonably be denied by Owner.

3. Except as provided in this First Amendment, all of the other terms and conditions set forth and contained in the Agreement shall remain unchanged and in full force and effect.

4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

Attachment A-1

Station No. 9-8474

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and effective as of the last date set forth below.

EMC:

CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,
a California corporation

Dated: 1/26, 2017

By: [Signature]
Name: ANDREW NOEL
Its: ENVIRONMENTAL COMPLIANCE OFFICER

OWNER:

CITY OF HUNTINGTON BEACH

Dated: _____

[Signature]
Mayor

Dated: _____

[Signature]
City Clerk

INITIATED AND APPROVED

Dated: 1/31, 2017

[Signature]
Director of Economic Development

APPROVED AS TO FORM

Dated: _____

[Signature]
City Attorney

file
1/21/2017
aw

Attachment A-1

Station No. 9-8474

ATTACHMENT 1
SITE ACCESS AGREEMENT

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement") is entered into by and between CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation ("EMC"), and CITY OF HUNTINGTON BEACH ("Owner").

RECITALS

- A. Owner holds record title to certain real property located at 18477 Beach Boulevard, in the City of Huntington Beach, County of Orange, State of California, APN 159-031-16, as depicted on Exhibit "A" attached hereto and incorporated herein (the "Property");
- B. EMC's affiliate, Chevron U.S.A. Inc. or its dealer, operates a retail service station at 18501 Beach Boulevard, commonly referred to as Service Station No. 9-8474;
- C. EMC seeks Owner's authorization to access the Property to conduct the Work, as defined in Paragraph 1 (*Rights Granted*) below; and
- D. Owner is willing to grant EMC access to the Property for the above-described purposes.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. RIGHTS GRANTED

Owner hereby grants to EMC, its employees, agents, representatives, consultants and contractors, a license over, under and across the Property for the purpose of performing environmental work under government agency oversight or direction (the "Work"). Said Work shall be limited to the installation, maintenance, inspection, replacement, periodic sampling, and abandonment of borings and wells, and the use of those borings and wells for the introduction of compounds to facilitate bioremediation. Prior to the installation of any new equipment on the Property, EMC and Owner shall work together to determine the appropriate location for the new equipment. Owner agrees to cooperate with EMC, including the execution of additional documents, if necessary, in order to obtain permits or other documents from a government agency required to install, abandon or remove EMC's equipment.

2. PERFORMANCE OF THE WORK

EMC agrees, at its sole cost and expense, to conduct and perform the Work in a prompt, safe, efficient and workmanlike manner and in compliance with all applicable federal, state or local laws, regulations or ordinances.

3. TERM

This Agreement shall terminate upon the earlier of three (3) years from the Effective Date (defined below) or upon completion of the Work. The Agreement can be renewed at EMC's option for additional three (3) year periods by providing written notice to Owner.

4. RESTORATION

If entry onto the Property by EMC, or exercise by EMC of any of its rights or obligations under this Agreement, result in any physical damage to the Property, EMC shall promptly repair and restore the portions of the Property damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation.

5. INDEMNITY

EMC hereby agrees to protect, defend, indemnify and hold harmless Owner, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands, defense costs, and consequential damage or liability of any kind or nature, including those resulting from death or injury to EMC's employees and damage to EMC's property, arising directly or indirectly out of the obligations or operations herein undertaken by EMC, caused in whole or in part by any negligent act or omission of EMC, any EMC subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or sole willful misconduct of the Owner. EMC will conduct all defense at its sole cost and expense and Owner shall approve selection of EMC's counsel, which approval shall not be unreasonably withheld. Owner shall be reimbursed for all costs and attorney's fees incurred by Owner in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by EMC.

6. INSURANCE

EMC and its consultants shall meet the insurance requirements set forth in Exhibit "B" attached hereto and incorporated herein. In lieu of insurance coverage, EMC maintains a self-administered claims program with respect to its duties hereunder. Owner acknowledges that EMC has met the insurance requirements of Exhibit "B" by providing Owner with the statement of self-insurance attached hereto as Exhibit "C".

7. LIENS

EMC shall discharge at once or bond or otherwise secure against all liens and attachments that are filed in connection with the Work, and shall indemnify and save Owner and the Property harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly from such liens and attachments.

8. NOTICES

Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have been duly given and received upon mailing, delivery by courier or personal delivery service, or by email, provided that email delivery shall be effective when the sender has received an electronic confirmation of delivery. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

To EMC: Chevron Environmental Management Company
Marketing Business Unit
145 S. State College Blvd.
Brea, CA 92821
Attn.: Sharon Vasquez, Property Specialist, SS # 9-8474
Phone: (714) 371-3262
Email: SharonVasquez@Chevron.com

To Owner: City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn.: Mr. Mike Green
Phone: (714) 536-5224
Email: Michael.Green@surfelty-hb.org

9. REPORTS

Each party shall promptly provide the other with copies of all final reports, laboratory test results, and other communications submitted to a government agency regarding the Work performed on the Property.

10. APPLICABLE LAW

This Agreement shall be interpreted, and any dispute arising hereunder shall be resolved, in accordance with the substantive laws of the State of California, without reference to choice of law rules.

11. ALTERNATIVE DISPUTE RESOLUTION (ADR)

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to pursuing other legal remedies:

(a) A meeting among the parties shall promptly be held in California, attended by individuals with decision-making authority regarding the dispute, who will attempt in good faith to negotiate a resolution of the dispute.

(b) If within fifteen (15) days after the meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation

using a mediator who is mutually acceptable, and to bear equally the costs of the mediation.

(c) The parties agree to participate in good faith in the mediation process related to their dispute for a period of thirty (30) days from the commencement of mediation. If the parties are not successful in resolving the dispute through mediation, then:

(1) if both parties agree, they may submit the matter to a binding arbitration or a private adjudicator; or

(2) either party may initiate litigation upon ten (10) days advance written notice to the other party.

12. COUNTERPARTS

This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement.

13. INTEGRATION

This document represents the entire agreement between the parties. The parties acknowledge that this Agreement supersedes and replaces any and all prior agreements between the parties regarding the subject matter herein. No modification of the terms hereof shall be effective unless in writing and duly executed by the authorized representatives of the respective parties.

14. NO ADMISSION OF LIABILITY

The parties acknowledge and agree that neither this Agreement, the act of entering into it, nor any act or omission pursuant hereto shall be construed as an admission of any nature.

15. COMPLIANCE WITH LAWS

Throughout the term of this Agreement, BMC and Owner shall at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction over the Property.

16. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Owner shall promptly notify EMC of any transfer of its interest in the Property and shall provide a copy of this Agreement to any and all transferees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date set forth below.

EMC:

CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,
a California corporation

Dated: December 13, 2012

By: [Signature]
Name: Andrew Noel
Its: Assistant Secretary

OWNER:

CITY OF HUNTINGTON BEACH

Dated: February 19, 2012

[Signature]
Mayor
[Signature]
City Clerk

INITIATED AND APPROVED

[Signature]
Director of Economic Development

APPROVED AS TO FORM

[Signature]
City Attorney
11.26.12
for 11/28/2012

EXHIBIT "A"

TAX ASSESSOR'S MAP
DEPICTING LOCATION OF THE PROPERTY

Attachment 1

PORT. SE 1/4, NE 1/4, SEC. 38, T 6 S, R 11 W

159-03

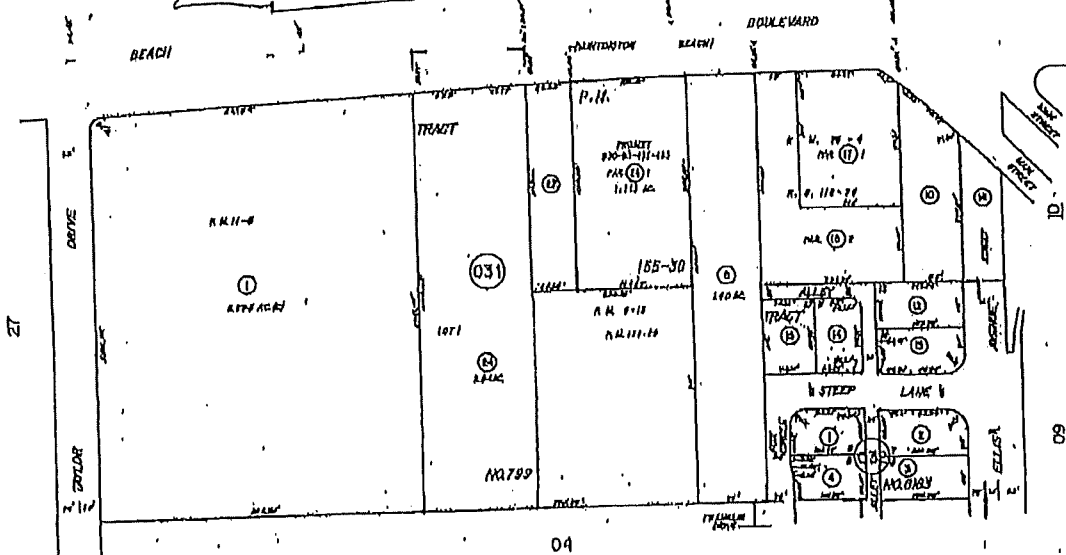
THIS MAP WAS PREPARED FOR THE COUNTY OF ORANGE, CALIFORNIA, BY THE COUNTY ASSESSOR IN 1973.

157-35

157-34

1" = 100'

EXHIBIT "A"



MARCH 1973

TRACT NO. 388
TRACT NO. 312
PARCEL MAP
M.N. 24-10
M.N. 25-16, 17
P.N. 76-1, 15-38

NOTE - ASSESSOR'S BLOCK 4
PARCEL NUMBERS
SHOWN IN CIRCLES

ASSESSOR'S MAP
BOOK 159 PAGE 03
COUNTY OF ORANGE

EXHIBIT "B"

OWNER'S INSURANCE REQUIREMENTS

Attachment I
EXHIBIT B

CITY OF HUNTINGTON BEACH

Phone: 714-374-6378 Fax: 714-536-6212

Insurance Requirements vary for different applicants. Please see the below listed applicant types followed by the insurance requirements.

City of Huntington Beach Resolution 2008-63 requires that contractors, permittees, licensees/lessees and vendors have an approved Certificate of Insurance on file with the City of Huntington Beach for the issuance of any permit or city contract.

The insurance certificate must be approved by the City Attorney's Office as to meeting all of the city's insurance requirements. An original certificate is required or a PDF version attached to an email may be forwarded. If the insurance certificate is faxed, it must come directly from the insurance provider to the City of Huntington Beach. All insurance must be from a California admitted carrier with a current A.M. Best's Rating of no less than A:VII

1. CONTRACTORS – Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.

Requirements: General Liability, Workers' Compensation, Auto Liability, Additional Insured Endorsements

2. DESIGN PROFESSIONALS - Professional Service contractors who contract with the City and/or provide architectural and/or engineering services to the City.

Requirements: Errors and Omissions (Professional Liability) \$1,000,000 coverage

3. LICENSEES/LESSEES – any person or entities who make contract with the city for the use of public property.

Requirements: General Liability, Workers' Compensation, Property Insurance (full replacement costs with no coinsurance penalty provision), Additional Insured Endorsement

4. PERMITTEES – any persons or entities who make application to the City for any use of encroachment upon any street, waterway, pier, or City property.

Requirements: General Liability, Workers' Compensation, Auto Liability, Additional Insured Endorsements

5. PROFESSIONAL SERVICES – means those services, which involve the exercise of professional discretion and independent judgment on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to Huntington Beach Municipal Code Section 3.02. Such Services shall include but not be limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.

Requirements: Errors and Omissions (Professional Liability) \$1,000,000 coverage

Private Property Work Permit Requirements – If the planned work does not involve public property or its right-of-way (e.g. sidewalk/street), the Workers' Compensation Certificate is the only insurance requirement. However, if the work site is adjacent or attached to public property, the City Attorney's Office must be informed for consideration of liability and decides whether or not to approve the certificate with a specific "Private Property Only" approval stamp.

Attachment 1
EXHIBIT "E"

- **General Liability (G/L)** – The general liability requirement is for \$1,000,000 with "per occurrence" type claims coverage and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers" as additional insured on the endorsement. (see below for Additional Insured requirements)
- **Additional Insured Endorsement Requirements** – The City, its officers, elected or appointed officials, employees, agents and volunteers are to be specifically named and covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees. The endorsement should include the policy number it correlates to.
- **Primary Insurance** – General Liability Insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the submitted insurance and shall not contribute with it.
- **Description of work** – The staff contract and purpose of the evidence of coverage must be identified on the certificate of insurance.
- **Automotive Insurance** – Automobile insurance requirement is for \$1,000,000 and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers" as additional insured on the endorsement. Permittees who do not use vehicles or equipment in connection with the permit can request to waive the Auto insurance requirement.
- **Worker's Compensation Insurance (W/C)** – The Worker's Compensation Insurance requirement is the State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. Certificate holder listed on the certificate is:
City of Huntington Beach, 2000 Main St, Huntington Beach, CA 92648.
If your organization/company has no compensated employees working on the project, you may complete and return a "Non-Employer Status" form to be used in lieu of a W/C insurance certificate.
- **Cancellation Clause Notice** – The cancellation clause must contain a thirty (30) day notice. A ten (10) day notice for non-payment of premium is acceptable in combination with 30 day notice.
- **Professional Liability** – Coverage must be provided at a minimum of \$1,000,000 per occurrence and in the aggregate.
- **Deductibles** – The following deductibles are acceptable and all others must be removed from the insurance policy or a waiver can be requested (No allowances for SIR):
 - General Liability - \$5,000
 - Auto Liability - \$1,000
 - Professional Liability/Errors & Omissions - \$10,000
- **Waiver Procedure** – If unable to comply with a requirement, the "INSURED" may request a waiver of a specific requirement. The Insurance Waiver form is an internal form that the City of Huntington Beach will complete. (see following page for waiver form) *The exception to the waiver is the G/L & Auto "Additional Insured Endorsement" page.*

Attachment 1
EXHIBIT 13

Waiver Procedure

To request a waiver, indicate here and provide a brief description (1 - 2 sentences) of the proposed work/project, its dollar value (if not a specific dollar amount, use an average, annual estimate or non-profit) and projected timeframe (per job or as-needed basis). For substantial dollar deductible/SIR amounts, a financial statement is required (Balance Sheet, Budget Reports, Dun & Bradstreet Report, etc.).

Waiver Requested: _____

Encroachment Permit Private Property Work Permit Consultant Services

Other: _____
Proposed Work: _____

Dollar Value: _____
Projected Timeframe: _____

Attachment 1

Station No.: 9-8474

EXHIBIT "C"

EMC'S SELF-INSURANCE LETTER

(82107)

12-3374/82107

- 8 -

BPG rev. 02/09/2010

Attachment 1
EXHIBIT "C"



James D. Lyness
Assistant Treasurer
Insurance Division

Treasury Department
Chevron Corporation
6001 Bollinger Canyon Rd., A2104
San Ramon, CA 94583
Tel 925 842 0136
Fax 925 842 6007
jplyness@chevron.com

June 6, 2012

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Site Access Agreement between Chevron Environmental
Management Company and City of Huntington Beach for
Premises Located at 18477 Beach Blvd., Huntington Beach, CA
Chevron Station No. 9-8474

Dear Sir/Madam:

Chevron Corporation and its subsidiaries are covered for property and liability exposures through major worldwide insurance programs with large deductibles. Losses that fall within these deductible levels, including those for which a Chevron company is contractually liable, are paid through the financial resources of the Company and are administered by Chevron Corporation under its Self-Administered Claims Program, hereinafter referred to as the Program.

This is to advise you that the property/liability insurance requirements of the subject agreement fall within the deductible levels of Chevron's insurance programs. Therefore, losses for which Chevron is responsible under the agreement will be handled under the above-described Program. The scope of this Program is equal to the insurance requirements of the subject agreement.

We further advise you that Workers' Compensation insurance requirements for Chevron companies are satisfied through insured/self-insured programs depending upon the location of the employee's workplace. U. S. Longshore and Harbor Workers' Act coverage is self-insured.

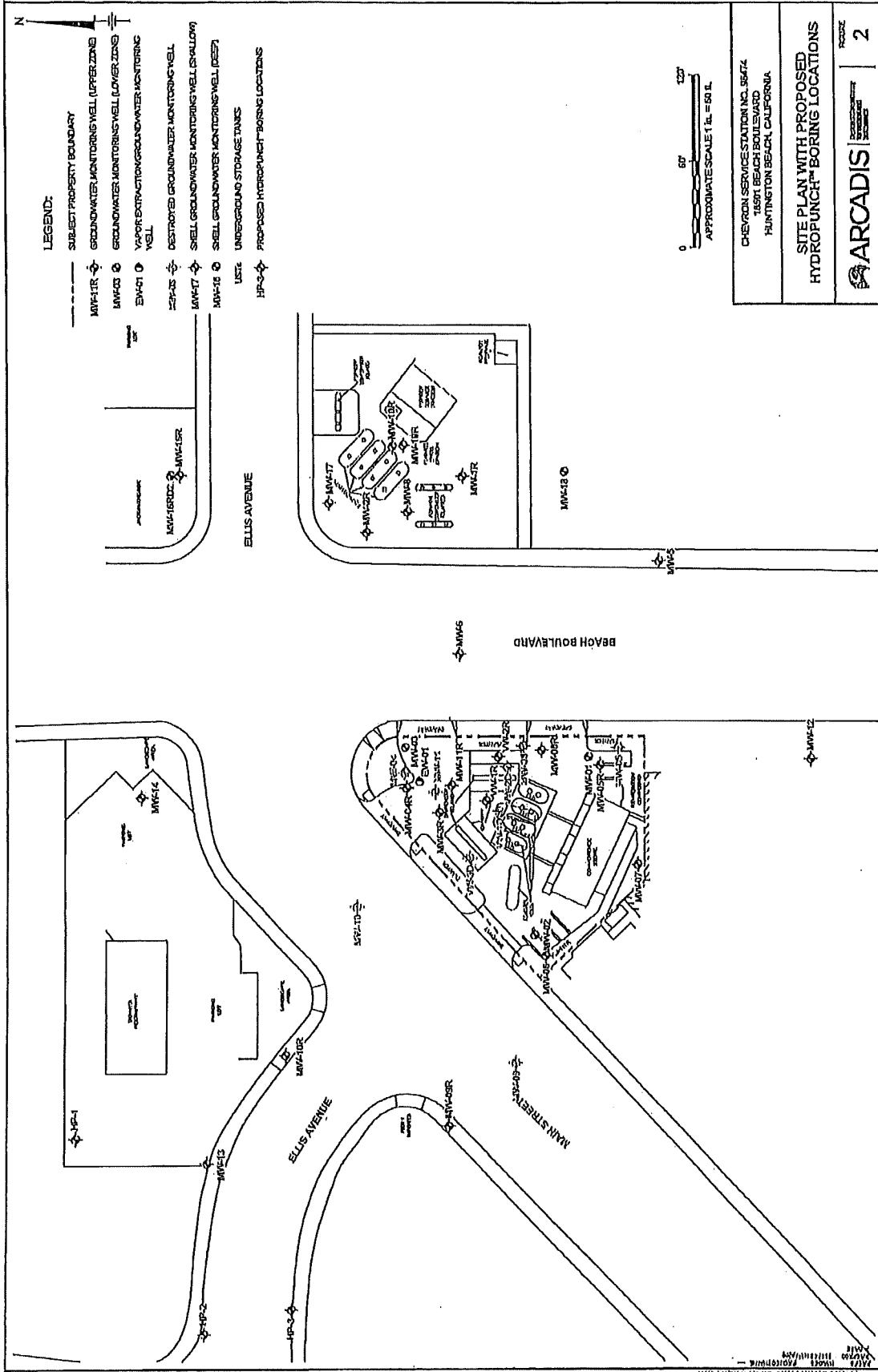
Unless canceled earlier, this letter will remain in effect until the expiration or earlier termination of the subject agreement (or any renewal thereof). If this program is canceled or materially changed, we will provide you with 30 days' written notice.

Sincerely,

James D. Lyness
for James D. Lyness

cc: April Rutter

RAW/bjb



LEGEND:

- SUBJECT PROPERTY BOUNDARY
- MW-1 through MW-17 GROUNDWATER MONITORING WELL (UPPER ZONE)
- MW-1 through MW-17 GROUNDWATER MONITORING WELL (LOWER ZONE)
- EW-1 through EW-4 VAPOR EXTRACTION GROUNDWATER MONITORING WELL
- SP-1 through SP-3 DESTROYED GROUNDWATER MONITORING WELL
- MW-1 through MW-17 SHELL GROUNDWATER MONITORING WELL (SHALLOW)
- MW-1 through MW-17 SHELL GROUNDWATER MONITORING WELL (DEEP)
- U-1 through U-2 UNDERGROUND STORAGE TANKS
- HP-1 through HP-4 PROPOSED HYDRO-PUNCH BORING LOCATIONS

CHEVRON SERVICE STATION NO. 86474
 15941 BEACH BOULEVARD
 HUNTINGTON BEACH, CALIFORNIA

**SITE PLAN WITH PROPOSED
 HYDRO-PUNCH BORING LOCATIONS**

ARCADIS | **ENVIRONMENTAL & ENGINEERING**

PROJECT **2**



Kurt Riemer
Risk Management & Insurance

March 13, 2025

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Chevron Environmental Management Company ("Chevron")

Site Access Agreement between Chevron Environmental Management Company and City of Huntington Beach for Premises Located at 18477 Beach Blvd., Huntington Beach, CA Chevron Station No. 9-8474 (the "Agreement")

Dear Sir/Madam:

This letter confirms that Chevron's insurance obligations in the Agreement are self-insured by Chevron, and any claims that would normally be covered by insurance policies shall be paid solely through the financial resources of Chevron. All insurance claims that Chevron is contractually liable for shall be paid by Chevron up to the minimum insurance limit requirements stated in the Agreement. Chevron's self-insurance supporting its obligations under the Agreement is comparable to commercially available insurance.

Chevron's Workers' Compensation insurance requirements in the Agreement are satisfied through insured or self-insured programs depending upon the location of the employee's workplace.

This self-insurance letter is in lieu of a certificate of insurance and will remain valid until the expiration or earlier termination of the Agreement (including any renewal thereof).

Sincerely,

A handwritten signature in black ink that reads "Kurt Riemer".

Kurt Riemer

cc: Theodora Foster