INDEMNITY and HOLD HARMLESS AGREEMENT
AND
COVENANT NOT TO SUE

Concerning Permission to Use City Property

This Agreement is made and entered into this the ____ day of ____, 2018, by and between the **Mayor and Aldermen of the City of Savannah (the "City")** and **AECOM Technical Services, Inc. (AECOM)**, as set forth below.

Whereas, **AECOM** desires to use certain real property belonging to the City, *to wit*, **the Fell Street Lift Station upstream box culvert and open channel in Savannah Georgia** (the "Property") for purposes specific to it; and

Whereas, the Property is located within real property identified on the Georgia Hazardous Site Response Act O.C.G.A. Section 12-8-90 et seq., (as amended) Hazardous Site Index as Central of Georgia Railroad/Bernuth Lembcke Site #10095 (the "Site"); and

Whereas, the Site is undergoing corrective action under an approved Corrective Action Plan; and

Whereas, the purpose for which AECOM seeks to use the Property is to seal or line interior portions of the Property to minimize groundwater intrusion. The purpose of this use is the continuation of a potential corrective action component; and

Whereas, the City is willing to allow AECOM to use the Property for the purpose described in the preceding paragraph and paragraph 6., below, but only for said limited purpose, and only for the limited duration set forth in paragraph 5., below, subject to the terms and conditions set forth in this Indemnity Agreement;

Now, therefore, the City and AECOM enter into this Agreement as follows:

1. In consideration of the rights conferred hereby, including being granted limited permission to use the Property as herein described, AECOM, individually and collectively, including but not limited to its successors and assigns, principals, agents, and employees, agree to release, indemnify, defend and hold harmless the Mayor and Aldermen of the City of Savannah, Georgia, its successors and assigns, principals, agents, and employees, **from a) all claims caused by the negligence of AECOM**, b) demands and/or causes of action, of any kind or nature, including but not limited to lawsuits, for any loss, damage, or injury of any kind or nature sustained by AECOM or its property, or by any agent or employee of AECOM, or by any other

person or entity whosoever, in connection with any matter arising out of or related to this Agreement and/or the use of the Property by AECOM caused by the negligence on the part of AECOM. In carrying out its duty to defend the City, et al., AECOM shall permit the City to select defense counsel of its choosing.

2. In further consideration of the rights conferred hereby, including being granted limited permission to use the Property as herein described, AECOM, individually and collectively, including but not limited to its successors and assigns, principals, agents, and employees, agrees to waive any rights it may have to pursue any claim, as expansively defined in the preceding paragraph, that may exist or arise against the City, whether known or unknown, foreseen or incapable of being foreseen, and expressly covenants not to sue the City, in connection with any matter arising out of or related to this Agreement and/or the use of the Property by AECOM.

3. In further consideration of the rights conferred hereby, including being granted limited permission to use the Property, AECOM shall maintain insurance that provides a minimum of $2,000,000 per occurrence Commercial General Liability insurance and Workers' Compensation insurance (meeting the requirements of the State of Georgia) for the use for which it is being granted limited permission to use the Property with the City being named as a certificate holder.

4. In further consideration of the rights conferred hereby, including being granted limited permission to use the Property as herein described, AECOM, individually and collectively, including but not limited to its successors and assigns, principals, agents, and employees, agrees to assume total control, responsibility and liability for the negligent actions of its employees and subcontractors located thereon during the term of its right to use the Property. Should AECOM cause a condition requiring repair, maintenance or cleaning to unlined areas of the Property, AECOM agrees that it will cause the Property to be repaired or cleaned within 10 days or the City may cause such repair or cleaning to be undertaken at AECOM's expense.

5. Pursuant to this Agreement, the City grants to AECOM the right to use the Property starting 6 p.m. _Friday, June __1_, 2018, and concluding at 6 p.m. ___Tuesday, December 31, 2019. The right to use the Property shall include the right to exclude others from access and use of the Property except City employees who seek entry for City-related purposes.

6. AECOM expressly acknowledges and agrees that the right to use the Property granted hereby is limited to the following use(s):

   a) Conduct a detailed video inspection of the box culvert interior;
   b) Seal or line interior portions of the Property to minimize groundwater intrusion, as continuation of a potential remediation component.

In witness whereof, the undersigned have executed this Agreement on the day and year written above.

For: The Mayor and Aldermen of the City of Savannah, Georgia

By: _____
Rob Hernandez, City Manager

_____
Witness

ATTEST:

_____
Clerk of Council

For: AECOM Technical Services, Inc.

By: _____
Robert Wyrick

_____
Witness
Elizabeth Morgan

_____
Notary Public, North Carolina
Tracy C Colavita
Commission expires 02/27/2022

TRACY C. COLAVITA NOTARY PUBLIC WAKE COUNTY, NC