

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN**

THIS AGREEMENT is made and entered into this 3d day of February, 2009 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVIL WORKS ENGINEERS, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant prepare plans, specifications and estimates required to rehabilitate Adams Avenue from the Santa Ana River to Fairview Road as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands,

payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Forty-Eight Thousand One Hundred Eighty-Eight Dollars (\$148,188.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on February 3, 2011, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Civil Works Engineers
3151 Airway Avenue, Suite S-2
Costa Mesa, CA 92626
Tel: 714-966-9060
Fax: 714-966-9085
Attn: Marie Marston, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5378
Fax: 714-754-5028
Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Prevailing Wage: Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to City a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CIVIL WORKS ENGINEERS

Marie Marston
Signature

Date: 1/13/09

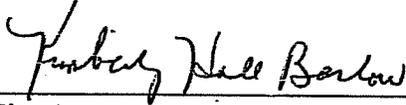
Marie Marston President
Name and Title

71-0979082
Social Security or Taxpayer ID Number

ATTEST:

Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

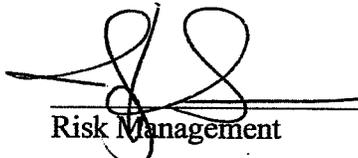
APPROVED AS TO FORM:



City Attorney

Date: 1-12-09

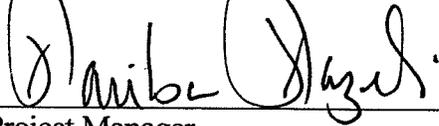
APPROVED AS TO INSURANCE:



Risk Management

Date: 1-13-09

APPROVED AS TO CONTENT:



Project Manager

Date: 1-14-09

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSALS
FOR REHABILITATION OF ADAMS AVENUE**

1. INTRODUCTION

The services required for the subject project consist of the preparation of plans, specifications, and estimates. The engineering work includes; but is not limited to; soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, turf, irrigation; providing wheel chair ramp (WCR) designs, meeting Americans with Disabilities Act (ADA) requirements (must provide detailed drawing for each WCR); planting and trimming trees; determining right-of-ways (ROW); providing separate traffic striping and traffic control plans which shall meet, at the minimum, the latest Work Area Traffic Control Handbook (WATCH) manual requirements; and all other pertinent work as required.

The limit of the project is Adams Avenue from Santa Ana River to Fairview Road.

The existing pavement conditions within the project limits are poor. Many factors such as soil condition, weather, aging, traffic, utility work, and tree roots have contributed to the deterioration of sections of pavement, curb and gutter, and sidewalk. The City is planning to mill and overlay from this segment of Adams Avenue if the soils report substantiates.

The estimated construction cost for these streets is \$1.66 million and includes pavement rehabilitation, redesign of existing cross-sections, replacement of existing CMP (if any) storm Drain with RCP and parkway rehabilitation.

The Consultant's key project staff must have at least five years of prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposals will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

The Consultant shall provide a separate set of plans and specifications (the plans shall include title sheet, plans, profiles, details, cross sections, etc.) and quantity and cost estimates for each street.

2. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to expedite the project or special concerns of which City staff should be made aware and a project approach containing any additional scope of work tasks you feel are necessary for the successful completion of the project; a description of understanding and ability to meet federal requirements.

- B. A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager (PM) and Project Engineer proposed for this project. The PM will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified with the same requirements as for the main Consultant.
- C. A list of similar, recent projects, which your firm has completed within the last five (5) years on which federal requirements were met. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1) Cover letter stating the total lump sum fee.
 - 2) Two copies of fee schedules shall be submitted to the City. The fee schedules shall depict individual project tasks, and the basic hourly rates for specific personnel to be used on the project. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final fee schedule.

Please submit four (4) copies of your proposal.

3. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of four (4) members who have acted in the capacity of Project Manager for the City on similar projects. The Consultant Selection Committee will evaluate the Consultant on their ability to: Produce a well engineered set of PS&E which will result in a minimum number of construction contract change orders; produce an innovative and detailed set of construction documents which reflect field conditions, including existing drainage and utility locations; perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems; provide the City with adequate estimates, quantity takeoffs, cross-sections, etc., to allow for effective construction management and quality control of the project; provide traffic control and construction phasing that meets the requirements of the various access points to the different businesses, and residential properties within the project limits.

The evaluation of each proposal will be based on technical criteria and qualifications listed within the RFP, reference checks, and other information, which will be gathered independently.

4. ESTABLISHMENT OF FEES

A fee proposal is to be submitted separately in a sealed envelope plainly labeled "Fee Proposal." The fee proposal will not be opened until the Consultant Selection Committee has evaluated the proposals. In conformance with the Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the lump sum cost submitted in the fee proposal.

5. PROFESSIONAL SERVICES AGREEMENT

The City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

6. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary Insurance endorsements shall include City of Costa Mesa

7. SCOPE OF CONSULTANT SERVICES

A Project Analysis and Review, Meetings, and Cost Accounting

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during progress of design for appropriate guidance and coordination (assume five meetings). The Consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

- 1 The Consultant shall notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.
2. The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

3. The Consultant shall obtain approval in writing from utility companies for any utility work and clearance.
4. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures. The Consultant shall submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans).
5. The Consultant shall submit all utility correspondences to the City.

C. Design Survey

The Consultant shall plot the project design survey on 22" X 34" mylars at a horizontal scale of 1"=20' and vertical scale of 1"=2' for these street projects. Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations.

The Consultant shall provide the following minimum survey information:

- The Consultant shall perform a topographic survey and prepare base maps at 1"=20'. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: Cross sections at 25-foot intervals, with elevations at top of curb, gutter flow lines, EG, EP, lane lines, centerlines, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X."
- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs , trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the Consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.

The Consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at five-foot intervals.

- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.

- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.

The Consultant shall survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.

The Consultant shall also obtain elevations of damaged curbs and gutters (C&G) at joints, and low/high points. The design survey for damaged C&G locations shall extend 100' minimum beyond both sides of damaged limits at 10' intervals.

- Extend the survey to a minimum of 100' onto cross street from BCRs and ECRs; obtain elevations at locations as described above (including cross street centerlines).

D. Field Engineering

This work shall include determining and marking limits of existing concrete removals as well as joining existing improvements. This work must be coordinated with City staff to ensure participation by the City and final quantities adjusted accordingly. Three field walks with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

E. Geotechnical Investigation and Pavement Design:

The Consultant shall furnish the following data:

1. Perform a geotechnical investigation, design pavement sections, and prepare a soils report. The Consultant shall submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Provide sixteen borings:

Cores shall be at least six inches in diameter and three-feet deep. Coring holes shall be backfilled and compacted 95% with AC material immediately after obtaining soil samples.
3. Prepare boring location map including dimensions of boring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as boring logs.
4. Provide geotechnical information (including geotechnical analysis) for all sixteen borings.
5. Provide and/or recommend the following minimum information in the submitted report:

- a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value" for all sixteen borings at a three (3) foot depth from existing finished surface or existing grade.
 - c. Existing and optimum moisture content at a depth of two and three feet from existing finished surface or existing grade.
 - d. Expansiveness of sub-grade material, caving potential, and water level.
 - e. Traffic indices and sand equivalency (the City will provide only average daily traffic volume based on 24 hours in both directions).
6. Calculate proposed pavement structural sections (20-year design life):
- Asphalt rubber hot mix (ARHM)/asphalt concrete (AC) for digout areas
 - ARHM over AC for mill and overlay; and
 - Proposed alternatives by consultant after material testing.
7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
 8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
 9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
 10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
 11. Arrange and tabulate all soil information (existing and proposed) in table format.
- F. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City-owned utilities)

The Consultant shall include \$8,000 for each street as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by the Consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the Consultant's responsibility to ensure all utilities are properly identified and located on plans.

G. Construction Documents

- 1 Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the Consultant who shall prepare the project to meet the budget.
2. Prepare two Resident Engineer's files for each project; they must contain, as a minimum, the following: preliminary and final construction quantities and cost estimates and updates, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. The Consultant shall submit these two files to the City in conjunction with final submittal.

H. Plans

- 1 The Consultant shall prepare the construction drawings, containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. The title sheet shall contain vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1" = 20' horizontally and 1" = 2' vertically.
2. The Consultant shall reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the Consultant shall establish new stations from the nearest street intersections.
3. The Consultant shall plot profiles of existing and proposed centerlines, tops of curb, flow lines, and edges of pavement. The profiles shall include existing and proposed elevations (including vertical curves, grade breaks and other elevations), labeling, and percent grades.
4. The Consultant shall plot existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as outlined in the above Design Survey Section, and other required information; provide typical cross sections.
5. The Consultant shall plot existing improvements in broken or screened lines, labeling existing dimensions from centerline to EP, curb face, and ROW; place existing elevations in parenthesis.
6. The Consultant shall incorporate the following minimum information on plan view: pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative

bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).

7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.
8. The Consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The Consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the Consultant shall remove and replace all existing corrugated metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.
11. Prepare detailed plans for street intersections, showing existing and proposed improvements including elevations shown on a 10' grid system at a scale of 1" = 10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½ curb return.
12. Traffic control plans are required and must provide for continuous driveway and pedestrian access at all times during the construction phase of the project. Prepare traffic control plans clearly identifying the staging and sequencing of construction. Construction traffic detouring shall provide for a minimum of one (1) lane of travel in each direction during off-peak hours and two (2) lanes of travel in each direction during peak hours.
13. Prepare construction drawings for traffic channelization including signing and striping, and traffic loop detector replacement.
14. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

Specifications

Prepare complete project specifications, including Special Provisions (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet; showing total quantities for each item on the first sheet. These quantities shall match the proposal final quantities and quantity take-off sheets. In addition, consultant shall furnish quantity take off sheets to aid the City during construction.

K. Project Document Submittal and Plan Information

1. First submittal (five sets): 70% completion of plans with survey information, specifications, and QCE.
2. Second submittal (five sets): 90% completion of plans, specifications, and QCE.
3. Final submittal: Original mylar plans, specifications, final QCE, color-coded quantity estimate maps, resident engineer's two files, survey information, monuments, and other related documents. One set of bluelines of final plans and one copy of specifications shall also be submitted.
4. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.
5. The plans must also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform *field reviews (walk throughs)* of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondences, ROW, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on CDs. Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using

Microstation version 8. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase

Consultant shall attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. The Consultant shall prepare addenda as necessary, and provide responses to contractor's questions and plans and specifications during the bidding and construction phases. The Consultant shall be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

8. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

- A. Providing all available existing plans, reports, and records.
- B. Printing and packaging of plans and specifications for bidding.
- C. Advertising for bids and awarding of construction contracts.
- D. Furnishing plans and specifications to the bidders.
- E. Inspecting, controlling construction, and payment to the contractor.
- F. Providing specification format to consultant.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of this contract.

10. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the City of Costa Mesa become the property of the City.

11. SUMMARY

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. All insurance documents must be submitted and approved prior to the award of contract.

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

Proposal for Rehabilitation of Adams Avenue

Section A. Project Understanding and Approach

1. Introduction & Purpose

The City of Costa Mesa is seeking professional engineering services for roadway rehabilitation and parkway repair for Adams Avenue from the Santa Ana River to Fairview Road.

A construction cost total of \$1.66 million is estimated for the street and is expected to include milling and overlaying of the existing asphalt concrete pavement section to maintain the existing pavement integrity, provide a smoother riding surface, and rehabilitate/repair the parkway sidewalk and curb ramps. The project is proposed to be designed in the 2009 fiscal year.

Our proposal responds to the City's RFP by including our understanding of the project, our proposed project team and staff experience, our qualifications and experience, recent similar projects, our proposed schedule, and estimated fees (included separately).

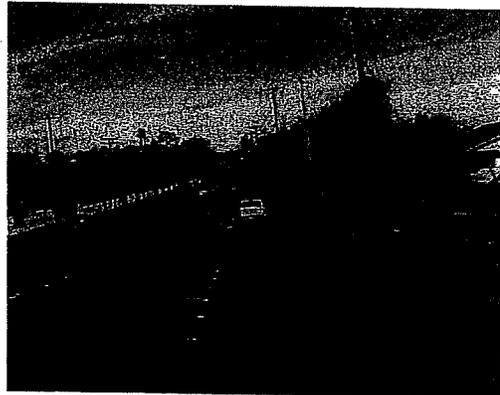
We believe our team will make an excellent choice for this assignment. We have previously worked directly with the City on four separate street improvement projects and indirectly with the City on private development projects. The team is complete and provides technical expertise in the required areas to meet City requirements. Our team members have a significant amount of experience in street improvement projects and we believe our background with the City of Costa Mesa provides the framework to perform successfully on this project.

2. Project Understanding

a. Existing Conditions

In general, Adams Avenue is a six-lane major arterial highway. The existing right of way varies in width from 100 feet to 133 feet; however in general the right of way width is 100 feet from the Santa Ana River to Harbor Boulevard and 120 feet from Harbor Boulevard to Fairview Road. The Harbor Boulevard intersection provides areas of 133-ft right of way, due to the right turn lanes.

From the Santa Ana River to Mesa Verde Drive East, Adams Avenue is a six-lane road with a striped bike lane. Generally the center median is a striped two-way left turn lane; however, raised landscaped medians are located at the intersection of Shantar Drive and the intersection of Mesa Verde. Residential properties generally bound the street right of way. There are limited driveway access points, as the connections to the residential properties are on the intersecting streets Shantar Drive, Mesa Verde Drive West, and Mesa Verde Drive East. No parking is allowed on either side of Adams Avenue and the posted speed limit is 40 mph. The expected ADT for Adams Avenue is 31,000 vehicles (City General Plan).



From Mesa Verde Drive East to Harbor Boulevard, Adams Avenue is also a six-lane road with striped bike lanes. Generally the center median is a striped two-way left turn lane; however, raised median noses are located at the intersection of Harbor Boulevard. Commercial properties with numerous driveway connections are adjacent to the roadway. The Royal Palm Drive and Harbor Boulevard intersections are signalized. No parking is allowed on either side of Adams Avenue and the posted speed limit is 45 mph. The expected ADT for Adams Avenue is 31,000 vehicles (City General Plan).

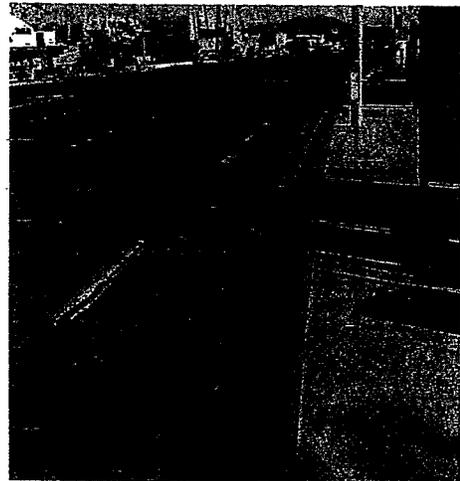
Between Harbor Boulevard and Pinecreek Drive, Adams Avenue is also a six-lane road with raised landscaped center medians. Turn pockets allow left turn movements at specific locations. Commercial properties and Orange Coast College are adjacent to the roadway, with numerous driveway connections. The Pinecreek Drive intersection is signalized, allowing access to Orange Coast College. No parking is allowed on either side of Adams Avenue and the posted speed limit is 45 mph. The expected ADT for Adams Avenue is 31,000 vehicles (City General Plan).

From Pinecreek Drive to Fairview Road, Adams varies from a five-lane to six-lane road with raised landscaped center medians. Westbound traffic lanes reduce from three to two to provide for on-street parking. The Fairview Road intersection is signalized and the posted speed limit is 45 mph.

By visual inspection, it appears that existing utilities consist of street lights, water, gas and sewer. Power poles are located adjacent to the street from the Santa Ana River to Mesa Verde Drive East.

Review of the street as-built plans and the City's GIS system indicate that there are no CMP drainage pipes within the project limits.

The existing pavement is in fair condition with the exception of several areas adjacent to bus stops. Bus Route 178 utilizes Adams Avenue. Several bus stops do not have concrete pads and the asphalt pavement is breaking up.



b. Proposed Improvements

Overall, the City intends to improve the street pavement. The project geotechnical study will determine the actual rehabilitation, but the initial project approach is to mill and overlay the asphalt concrete pavement.

In addition, we will also examine the sidewalk for areas needing replacement and compliance with current accessibility requirements. In general, it appears the sidewalk meets accessibility requirements but there are several locations where sidewalk will need replacement due to lifting. There are locations currently without sidewalk. It is expected this project will not install new sidewalk at these locations. It is assumed we will include damaged curb and gutter replacement in the pavement rehabilitation scope. We will review the driveways with the City to determine the need to meet accessibility. Any impacted landscaping would be replaced in-kind.

3. Project Approach

The City has provided a thorough project approach within the RFP which we propose to follow. We have elaborated upon the tasks in the paragraphs that follow.

Task A	Project Analysis, Meetings, and Cost Accounting
Task B	Utility Investigation and Coordination
Task C	Design Survey
Task D	Field Engineering
Task E	Geotechnical Investigation and Pavement Design
Task F	Potholing of Existing City-Owned Facilities (Storm Drain and Traffic Signal Conduits)
Task G	Construction Documents
Task H	Plans
Task I	Specifications
Task J	Quantity and Cost Estimates
Task K	Project Document Submittal and Plan Information
Task L	Bidding and Construction Phase

Task A Project Analysis, Meetings, and Cost Accounting

We will collect existing information from the City to evaluate the existing conditions and proceed with the project design. We will need to perform research at the City to collect available information, including as-builts, for existing geometrics and pavement sections of the street segments, utility data, storm drain plans and profiles, survey control records and right-of-way maps, other previously prepared studies and reports, etc.

We will attend five periodic project design meetings with City representatives. The purpose of the meetings will be to discuss project issues, determine design direction, confirm project objectives, obtain data from the City, review in-progress documents, clearly set the scope of work, and establish design criteria, etc. We will prepare the meeting agenda in advance of each meeting and the meeting minutes for review and distribution for the meetings we attend. We will perform a field walk and take digital photographs to specifically review the site and verify the field survey shows existing facilities. The digital photographs will also document the before condition and may assist with any discussions with the City and stakeholders fronting the streets. We will also identify and note specific site constraints.

The project services will be invoiced to the City on a monthly basis per the time and material fees established in the contract. Invoices can include separate accounting for each task or for the entire project whichever the City prefers. The type of invoicing shall be established up-front before the first invoice is sent and shall constitute the preferred method throughout the duration of the project.

Task B Utility Investigation and Coordination

It will be necessary to make contact with all underground and overhead utility companies which have facilities within the project limits to inform them of this project and obtain copies of their as-built plans or atlas maps to verify locations, types, and sizes of facilities. It is our understanding the City requires both horizontal and vertical locations be discovered. Vertical information may not be available on the utility company maps. Therefore, we will discuss the approach to indicate vertical information on the base map. At the minimum, horizontal information collected will be added to the base maps. Once shown on the base maps, we will forward these back to the utility companies for verification.

This task also includes continued coordination and related follow-up with the affected underground and overhead utility companies regarding the specific impact locations throughout

the project as well as identifying their future needs. We will preliminarily determine the conflicts or impacts the improvements will have with the existing utilities and summarize the information on the design plans. All coordination and correspondence will follow the City's "Utility Coordination Procedures" and a utility log and file will be maintained throughout the project development. We anticipate the utility conflicts will be minimal, consisting primarily of adjustment to grade of surface manholes and valve covers. We will, however, review the limits of the new structural section with the depth information to confirm there are no other conflicts. Costs associated with utility modifications or relocation will be identified. Cost evaluation will require a determination of prior rights. We will work with the City in determining prior rights. If the utility company has prior rights, the modification cost will be borne within the project and included in the cost estimates. The utility company will likely request payment prior to performing the modification. If the City has prior rights, the modification cost will be borne by the utility company. Upon resolution of the cost responsibilities, each utility company will need to produce relocation plans for approval by the City.

Task C Design Survey

Guida Surveying will perform the project survey and basemapping. We will research Orange County horizontal and vertical control and recover nearby monuments for the basis of our surveys. Elevations will be established by conventional leveling from nearby County benchmarks. During this survey task, additional points may be established to facilitate the survey.

Since the expected roadway rehabilitation will consist of milling and overlay, we are proposing an aerial basemap to cover the project-limits – detailed topographic cross sections will not be completed to produce a basemap. We will however, supplement the aerial basemap with specific areas of ground topographic survey as needed to produce the construction details. These areas would include the intersection curb returns (for construction of the curb ramps), bus stops, damaged curb and gutter, etc.

We will also locate existing street centerline monuments, produce corner records and reproduce the record street centerline. This centerline will be added to the aerial basemap. Record map information will also be included to determine and indicate the existing right-of-way lines. Utility information will also be added to the base map.

Task D Field Engineering

In this task, we will determine and mark limits of existing concrete removals and joint locations. Three field walks with City personnel will be scheduled to ensure the plans and specifications clearly depict the limits of the work, existing conditions, and proposed areas of repair. It may also be necessary to field locate any proposed change in pavement repair technique.

Task E Geotechnical Investigation and Pavement Design

Leighton Consulting will perform the geotechnical investigation, provide geotechnical engineering recommendations for roadway reconstruction/rehabilitation and will prepare a soils report. The geotechnical investigation will include:

- **Literature Review:** We will review existing reports and plans available in our office that are pertinent to the project site. We will also review as-built plans, which we assume will be made available to us, to obtain information regarding the existing pavement section.
- **Site Reconnaissance:** We will conduct a site reconnaissance to observe site conditions and determine the locations of the test borings. We will also mark the proposed boring locations and contact Underground Service Alert (USA) for utility clearance. We assume

that you will provide us with available underground utility information prior to the field exploration.

- **Condition Survey:** We will perform a condition survey of the existing pavement. The information obtained from the survey is necessary to assess the structural integrity of the pavement and to identify appropriate rehabilitation alternatives should reconstruction be considered to be necessary within specific regions rather than the proposed overlay. The conditions survey will identify distresses such as fatigue cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions, and weathering and raveling. The degree of severity and locations of such features in the pavement will be noted and summarized in the final report.



The importance of a condition survey as part of a pavement evaluation is two-fold: The condition survey identifies where full-depth patching or crack sealing is required prior to overlay. In addition, the condition survey allows the engineer to identify and evaluate isolated areas of failure. Typically, a one-person crew will perform the condition surveys. No lane closures will be required, although there may be locations where safety concerns dictate that a survey be performed from the pavement edge.

- **Geotechnical Exploration:** We will apply for an encroachment from the City of Costa Mesa prior to the geotechnical exploration. The subsurface exploration will consist of drilling, logging and sampling of sixteen (16) test borings drilled approximately 5 feet or auger refusal, whichever is shallower. The borings will be logged by a member of our technical staff. Representative soil samples will be collected at selected depth intervals from the borings and transported to our laboratory for testing. The borings will be backfilled with soils and the pavement patched with cold-mixed asphalt where asphalt is penetrated. Traffic control will be provided during the course of the exploration, as necessary. We have assumed that the test borings will be drilled during typical weekday business hours.

Laboratory tests will be performed on selected soil samples to determine the relevant engineering properties of the subsurface soils. Tests will include in-situ dry density and moisture content, Stabilometer (R-value), moisture-density relationship (Modified Proctor), Expansion Index (EI) and corrosivity tests.

Identification, handling, and treatment of materials that need to be environmentally addressed are beyond the scope of our geotechnical engineering services. If such materials are encountered, we will notify the City immediately, and a proposal for handling of such materials will be submitted, if requested.

- **Geotechnical Report:** Our findings and recommendations will be presented in a geotechnical report prepared by a Geotechnical Engineer of California Registration. In accordance with the RFP, the report will be issued initially in Draft format consistent with the 70 percent Design Submittal. Upon review and comment by the project team and the City, the report will incorporate relevant comments and revisions and be issued in Final format pursuant to the 100 percent Design Submittal. Four hard copies of the Draft and Final reports will be submitted as well as a copy of the Final report in electronic format on compact disc (CD) medium. The report will include the following:

- Discussion of available background information;
- Description of regional and local geology;
- Description of existing pavement conditions, i.e., composition and thickness of the individual layers of the pavement section, and description of the subsurface soil profile based on our geotechnical exploration;
- Summary of laboratory test results including the R-value, in-situ and optimum moisture contents, and expansion potential;
- Recommendations for structural pavement sections and pavement rehabilitation. Rehabilitation recommendations will be developed after laboratory testing which will include milling requirements, use of crack sealants, use of pavement geotextiles, recommendations for failed areas (digout areas), and locations and treatments of failed pavement sections (base repairs). Recommendations for new pavement sections will be performed using the guidelines in the current edition of the Caltrans Highway Design Manual for the following sections referenced in the RFP:

Asphalt Rubber Hot Mix (ARHM) / Asphalt Concrete (AC) for digout areas

ARHM over AC for mill and overlay

- Recommendations for earthwork relative to subgrade preparation prior to pavement construction that will include depths of scarification, moisture conditioning, relative compaction, estimated depth of overexcavation in conjunction with subgrade preparation, and recommendations for subgrade stabilization should unstable subgrade conditions be encountered during construction.
- Schedule: Leighton is prepared to begin our background review and apply for encroachment permit immediately upon our receipt of your signed authorization to proceed. We assume that you will provide us with information regarding the location of underground utilities, and approve our boring locations after they have been marked in the field. We will also notify Underground Service Alert (USA) at least 48 hours before we proceed with our field exploration program. We anticipate that our report will be issued to you within three to four weeks after we complete our field exploration program. Progress briefing and preliminary design recommendations can be provided as the data is developed.

Task F Potholing of Existing City Owned Facilities
(Storm Drain and Traffic Signal Conduit)

Existing City-owned underground utilities may need potholing if required by the design and as approved by the City's Project Manager. This might include storm drains and traffic signal conduits. Any impacts to City owned facilities will be finalized by potholing to determine accurate location. The pothole information (location, utility size, type of material, and depth, etc.) will be tied out and recorded and then surveyed utilizing the control established for the field survey to obtain the accurate location and depth of the utility.

The type of potholing will be determined upon the City's direction to perform this work. Potholing could be performed by destructive or nondestructive methods. A nondestructive method uses digging equipment such as vacuum excavation within eight-inch diameter holes to excavate and locate the vertical and horizontal position of the utility. This type of locating would produce less damage to the existing sidewalk, pavement and parkway areas, and would result in less disruption to traffic and smaller areas of repair.

Task G Construction Documents

This task includes the preparation of construction documents (plans, specifications and estimates) and the supporting documentation. The latest edition of the appropriate standards and manuals will be used.

The Resident Engineer file will contain design information relative to the construction of the project that will facilitate the RE's understanding of the project. The file will contain final construction quantities and cost estimates, calculations, fieldwork data, meeting minutes, utility coordination correspondence, geotechnical documents, survey data, and other information as appropriate. Two file copies will be submitted for each street project. While the RFP suggests providing preliminary quantities and updates, we recommend providing only the final bid set of quantities to avoid confusion.

We have also excluded any project study of hazardous materials. No water pollution control plans are included. No landscape architecture and irrigation plans are included.

Task H Plans

In this task, we will prepare one set of plans. The construction plans will be prepared on 24" by 36" sheets. Plan sheets will utilize current City format. The plan set is expected to include the following sheets.

- Title
- Typical Sections
- Plan (1"=20 H)
- Construction Details (wheelchair ramps, driveways, other design details) (1"=10')
- Traffic Handling and Detours
- Pavement Delineation & Loop Detector Replacement

As the expected roadway rehabilitation consists of milling and overlay, we are not proposing inclusion of detailed cross sections or intersection details. These items are excluded from our scope.

Design details for sidewalks, wheelchair ramps, and driveway approaches will comply with the latest accessibility requirements. Stationing on plan sheets will follow the stationing of existing as-built improvement plans as obtained from the City.

The staging of the construction is an important factor to the timely completion of the project and to the minimization of inconvenience to the traveling public. The probable staging to be implemented to accomplish the construction would likely consist of lane reduction and removal of parking to provide two lanes in each direction. It is expected that re-stripping of the road to minimum ten-foot lane widths may be required to provide sufficient work area.

We will discuss the approach with the City to determine if this option is desired prior to proceeding with the development of the traffic handling plans. If this is selected, temporary access to the businesses would need to be maintained throughout the construction duration.

Task I Specifications

We will prepare technical specifications using the Greenbook format and consistent with current City formats. We anticipate the City will provide the boilerplate contract documents to be included in the specifications package. We will work with the City on assembling the entire contract document package.

Using the cost estimate as a basis, we will determine which items in the cost estimate will be included as contract items in the bid list. We have found an essential part of the PS&E is preparing a bid proposal which references the location of the Contractor's payment clause. In this manner, we can ensure that all bid items have a clear manner of payment. We cross check the construction plans, cost estimate and bid item list to ensure all items of work are paid for, correct bid and estimate item size and quantity. Since the engineer's cost estimate and bid proposal may not list the same items, we will ensure the bid list covers means of payment for all work items. It is also important to coordinate with our team members on specific items, such as final pay items, partial pay items, lump sum items, etc.

Task J Quantity and Cost Estimates

A cost estimate must be prepared to inform the City of the upcoming financial obligation and to provide an engineer's estimate as a basis for the design. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs. Costs for associated utility work will also be included in the estimate. We will research the latest unit prices available and consult the City on specific prices and use our own information from other recent bids as available to ensure the unit prices are current. The cost estimates will be prepared at the 70%, 90% and 100% submittals.

Task K Project Document Submittal and Plan Information

We anticipate we would prepare and submit to the City a draft soils report, a 70% submittal, a 90% submittal, and a 100% (final) submittal set of construction documents for review and approval.

Draft Soils Report

- 3 copies of Draft Soils Report

70% Submittal

- Survey data
- 5 sets of 70% Complete Plans
- 5 sets of 70% Specifications
- 5 copies of Preliminary Quantity and Cost Estimate (15% Contingency)
- 3 copies of Final Soils Report

The plans in this submittal will show existing and proposed views, design cross sections, typical cross sections, all utility lines, surface utility features, construction notes with corresponding bid items on their left side, and general notes. The plans will show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, tree removal, irrigation and electrical, catch basin local depressions, etc.

90% Submittal

- 5 sets of 90% Complete Plans
- 5 sets of 90% Complete Specifications
- 5 copies of Cost Estimate (10% Contingency)

100% Submittal

- Original Complete Plans on Mylar
- Final Complete Electronic Plans in AutoCAD
- Complete Specifications (Electronic and Hard Copy)
- Cost Estimate (5% Contingency) (Electronic and Hard Copy)
- Bid List (Electronic and Hard Copy)
- Resident Engineer File

Comments from earlier submittals are anticipated to be received at least two weeks prior to the subsequent submittal such that they can be incorporated into the documents.

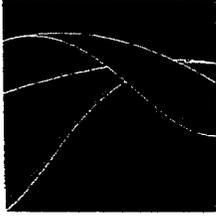
Task L Bidding and Construction Phase

Pre-bid services will include responding to bidders' questions and keeping a log of bidders' questions and the responses we provide. The log of bidder's questions and answers provided will be submitted to the City upon the close of the bidding period. Questions arising from the bidders shall be discussed, as necessary, with the City prior to responding to the bidders. During the bid period, we will prepare addenda if changes are discovered or clarifications are needed that should be reflected in the contractor's bids. We will coordinate with the City before issuance. Pre-construction services will include attending the pre-construction meeting, analysis of the Contractor's payment schedule, and analysis of the Contractor's construction schedule.

We will check the construction and shop drawings submitted by the Contractor to the Construction Manager for conformity with the intent of the plans and specifications. We will keep an updated log of submittals received indicating the date received, dates sent and returned from subconsultants if applicable, date returned to the Construction Manager, and the status of each whether approved or returned requiring additional information. We can provide copies of the log over the course of the construction as requested by the City.

At the request of the City or Construction Manager, we will provide consultation and advice. We will coordinate with the City, Contractor, Construction Manager, and project team to resolve issues and respond to telephone- and meeting-related inquiries. We will review design changes as they occur and work closely with the City to facilitate timely responses when changes arise. We will prepare written clarification in response to Contractor's Requests for Information (RFIs).

EXHIBIT C
FEE SCHEDULE



Civil Works Engineers

December 29, 2008

Fariba Fazeli, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Reference: Proposal for Rehabilitation of Adams Avenue

Dear Ms. Fazeli:

Attached are two copies of our fee estimate for your review. The lump sum price is \$148,188.00.

This fee is based on the scope of work, tasks, and manhours as contained in the proposal. If you have any questions or would like to discuss, please call.

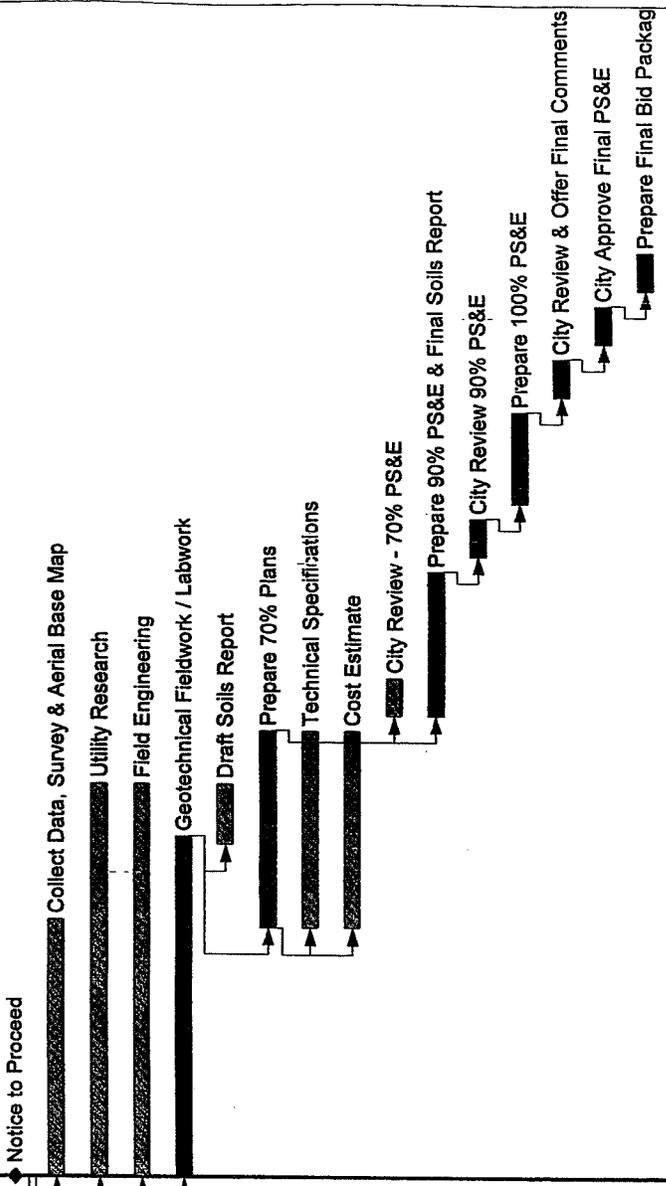
Sincerely,

A handwritten signature in black ink that reads "Marie Marston".

Marie Marston, P.E.
Principal

EXHIBIT D
PROJECT SCHEDULE

100	Notice to Proceed	0	04FEB09	
105	Collect Data, Survey & Aerial Base Map	24	04FEB09	09MAR09
110	Utility Research	38	04FEB09	27MAR09
120	Field Engineering	38	04FEB09	27MAR09
125	Geotechnical Fieldwork / Labwork	33	04FEB09	20MAR09
130	Draft Soils Report	6	20MAR09	27MAR09
135	Prepare 70% Plans	20	09MAR09	03APR09
140	Technical Specifications	20	09MAR09	03APR09
145	Cost Estimate	20	09MAR09	03APR09
150	City Review - 70% PS&E	5	06APR09	10APR09
155	Prepare 90% PS&E & Final Soils Report	15	06APR09	24APR09
160	City Review 90% PS&E	5	27APR09	01MAY09
165	Prepare 100% PS&E	10	04MAY09	15MAY09
170	City Review & Offer Final Comments	5	18MAY09	22MAY09
175	City Approve Final PS&E	5	25MAY09	29MAY09
180	Prepare Final Bid Package	5	01JUN09	05JUN09



Start date 04FEB09

Finish date 05JUN09

Data date 04FEB09

© Primavera Systems, Inc.

CITY OF COSTA MESA

ADAMS AVENUE IMPROVEMENTS

CIVIL WORKS ENGINEERS

PROJECT SCHEDULE

Early bar

Critical bar

Start milestone point

Finish milestone point

EXHIBIT E

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)
3/15/2006

Producer
Michelle Mallon

Complete Insurance, Inc.
19000 MacArthur Blvd. PH Floor
Irvine CA 92612
(949) 263-0606
www.CompleteInsurance.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A Fidelity & Guaranty Ins. Co.
(c/o St. Paul Travelers, MN)

INSURER B St. Paul Fire & Marine Ins. Co.
(c/o St. Paul Travelers, MN)

INSURER C

INSURER D

Insured
Civil Works Engineers, Inc.

3151 Airway Avenue, Ste. S-2
Costa Mesa CA 92626

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BK02176430	3/15/2006	3/15/2007	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any 1 fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK02176430	3/15/2006	3/15/2007	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK02176430	3/15/2006	3/15/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	BW02176425	3/15/2006	3/15/2007	<input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is Additional Insured as respects General Liability but only if required by written contract with the Named Insured prior to an occurrence as as per coverage form CL/BF26090903. Waiver of Subrogation Endt. WC040306 included as respects Work Comp only. Coverage is subject to all policy terms and conditions.

CERTIFICATE HOLDER

RE: Sakioka Drive
City of Costa Mesa
Attn: Fariba Fazeli

77 Fair Drive
Costa Mesa CA 92628

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL RETURN RECEIPT REQUESTED~~
* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Alicia K. Ingram

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ARCHITECTS AND ENGINEERS PROGRAM SUMMARY ENDORSEMENT

THIS SUMMARY ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INSURED: Civil Works Engineers, Inc. Fidelity & Guaranty Ins. Co.
(c/o St. Paul Travelers, MN)

POLICY NUMBER: BK02176430

POLICY PERIOD: 3/15/2006 To 3/15/2007

ADDITIONAL INSURED: City of Costa Mesa
Attn: Fariba Fazeli77 Fair Drive
Costa Mesa

CA 92628

This summary endorsement modifies insurance provided under the following:

Additional Insured: The following is added to Section II.
WHO IS AN INSURED:

Any person or organization that you agree to add as an insured under this Liability Coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization. However, such person or organization is not an insured with respect to any:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" that does not arise out of: (a) Your negligence; or (b) The negligence of another person or organization for whom you are liable;
- (2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;
- (3) "Property damage" to: (a) Property owned, used or occupied by, or loaned or rented to such person or organization; (b) Property over which such person or organization is for any purpose exercising physical control; or (c) "Your work" performed for the insured; or
- (4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service", when such person or organization is an architect, engineer or surveyor.

Aggregate Limit of Insurance (Per Project):

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

Notice of Cancellation:

We may cancel this policy by mailing (first class mail only) or delivering written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

Other Insurance: The following replaces SECTION IV. Conditions, 5. "Other Insurance", a. Primary Insurance, (2):

(2) However, this insurance will be considered primary to, and non-contributory with, "other insurance" issued directly to a person or organization added as an additional insured under Section II. WHO IS AN INSURED 2.; if you specifically agree, in that written contract or agreement, that this insurance must be primary to, and non-contributory with, such "other insurance". This insurance will then be applied as primary insurance for damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and that are incurred by such person or organization, and we will not share those damages with such "other insurance".

Separation of Insureds:

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

Transfer of Rights of Recovery and Proceeds Against Others to Us (Waiver of Subrogation):

The following is added to Section IV. Conditions, 8.:

However, we waive any right of recovery and proceeds we may have against any person or organization that is added as an Additional Insured under WHO IS AN INSURED, 2.:

- a. Because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "your work" in ongoing operations or included in the "products-completed operations hazard"; and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.



Countersigned by Authorized Representative

3/15/2006

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This endorsement forms a part of:

Policy No. BW02176425

Endorsement Notice

of the St. Paul Fire and Marine Insurance Company NCCI Carrier Code 13706

Issued to:
Civil Works Engineers, Inc.

Policy Expiration Date:



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Anyone for whom the Named Insured has agreed to furnish this waiver.

Minimum Premium: \$100.00

The premium for this coverage will be determined and billed at Audit.



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

3/15/2006

Producer

Michelle Mallon

Complete Insurance, Inc.
19000 MacArthur Blvd. PH Floor
Irvine
(949) 263-0606
www.CompleteInsurance.com

CA 92612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A St. Paul Fire & Marine Ins. Co.
(St. Paul Travelers, MD)

INSURER B

INSURER C

INSURER D

Insured

Civil Works Engineers, Inc.

3151 Airway Avenue, Ste. S-2
Costa Mesa

CA 92626

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any 1 fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liab.	QP03808270	3/15/2006	3/15/2007	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

30 day notice Endt. PL7405 included - 10 day notice applies to non-payment

CERTIFICATE HOLDER

RE: Wilson Street
City of Costa Mesa
Attn: Fariba Fazeli

77 Fair Drive
Costa Mesa

CA 92628

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Alicia K. Ingram

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

St. Paul

3/15/2006

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY

St. Paul Fire & Marine Insurance Company

NAMED INSURED: Civil Works Engineers, Inc.

POLICY NUMBER: QP03808270

POLICY PERIOD: 3/15/2006 to 3/15/2007

NOTICE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY

It is agreed that this policy will not be cancelled by the Company until 30 days prior written notice is given to:
City of Costa Mesa
Attn: Fariba Fazeli

77 Fair Drive
Costa Mesa CA 92628

All other provisions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)
1/12/2009

Producer

Complete Insurance, Inc.
19000 MacArthur Blvd. PH Floor
Irvine, CA 92612

(949) 263-0606
www.CompleteInsurance.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A St. Paul Fire & Marine Ins. Co.
(c/o Travelers, MD)

INSURER B

INSURER C

INSURER D

INSURER E

Insured

Civil Works Engineers, Inc.
3151 Airway Avenue, Ste. S-2
Costa Mesa CA 92626

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liability	QP03808270	3/15/2008	3/15/2009	\$2,000,000 Per Claim \$4,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

30 Day Notice Endt. per form #PL74050599

CERTIFICATE HOLDER

RE: Adams Avenue
 City of Costa Mesa
 Attn: Fariba Fariba Fazeli
 77 Fair Drive
 Costa Mesa CA 92628

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE
 Alicia K. Igram

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

St. Paul

1/12/2009

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY

St. Paul Fire & Marine Insurance Company

NAMED INSURED: Civil Works Engineers, Inc.

POLICY NUMBER: QP03808270

POLICY PERIOD: 3/15/2008 to 3/15/2009

NOTICE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY

It is agreed that this policy will not be cancelled by the Company until 30 days prior written notice is given to:
City of Costa Mesa
Attn: Fariba Fariba Fazeli

77 Fair Drive
Costa Mesa CA 92628

All other provisions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

1/13/2009

Producer

Complete Insurance, Inc.
19000 MacArthur Blvd. PH Floor
Irvine, CA 92612

(949) 263-0606
www.CompleteInsurance.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A	Travelers Indemnity Co of CT
INSURER B	Travelers Property Casualty Co. of America
INSURER C	
INSURER D	
INSURER E	

Insured

Civil Works Engineers, Inc.
3151 Airway Avenue, Ste. S-2
Costa Mesa CA 92626

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/NonCon <input checked="" type="checkbox"/> Waiver Subro GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6808882L704 Scheduled AI Endt #CGD3820906	3/15/2008	3/15/2009	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	6808882L704	3/15/2008	3/15/2009	COMBINED SINGLE LIMIT \$ Included GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP8649Y557	3/15/2008	3/15/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	UB5663Y964	3/15/2008	3/15/2009	<input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is Additional Insured as respects General Liability but only if required by written agreement with Named Insured prior to an occurrence per coverage form #CGD3820906. Work Comp Waiver of Subro Endt form #WC99037600 included for all persons or organization that are parties to a contract that requires this agreement, provided the contract was executed prior to the loss. Coverage subject to all policy terms and conditions. Gen Liab incl Severability of Interest & Contractual Liab per limitations in Liab coverage form #CG00011001.

CERTIFICATE HOLDER

RE: Adams Avenue
City of Costa Mesa
Attn: Fariba Fariba Fazeli
77 Fair Drive
Costa Mesa CA 92628

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FIRST CLASS MAIL, 30 DAYS PRIOR TO THE CANCELLATION DATE. THIS NOTICE SHALL BE DEEMED TO HAVE BEEN MAILED ON THE DATE OF DEPOSIT OF THE NOTICE IN THE MAIL. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Alicia K. Igram

ACORD 25-S (1/97)

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 99 03 76 (00)
POLICY NUMBER: UB5663Y964

**WAIVER OF RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ALL PERSONS OR ORGANIZATIONS
THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN
THIS AGREEMENT PROVIDED YOU
EXECUTED THE CONTRACT BEFORE
THE LOSS.

DATE OF ISSUE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Costa Mesa
Attn: Fariba Fariba Fazeli

PROJECT/LOCATION OF COVERED OPERATIONS:

1. **WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If the injury or damage arises out of the performance, by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
3. The following is added to Paragraph a. of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on

your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V)**:

"contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

All other terms of your policy remain the same.

