

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ONWARD ENGINEERING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of April, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ONWARD ENGINEERING, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide design engineering services in connection with the Newport Boulevard Widening Project, as more fully described herein; 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 the specific services described in Exhibit "A" (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 sections 1090-1092 of the California Government Code, 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 Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, hereto as Exhibit "B," both 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. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory,

City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. 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.

1.5. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. 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.

1.7. 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.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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 by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed Four Hundred Fifty-Seven Thousand Eight Hundred Eleven Dollars (\$457,811.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal 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 the City for approval on a progress basis, but no more often than two times a month. 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, the date of performance, 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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, 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 made a part of this Agreement 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 three (3) years, ending on April 15, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by

two (2) additional one (1) year periods upon mutual written agreement of both 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 based on 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, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business 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 for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (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. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. 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 commercial general liability insurance policy and business automobile liability 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, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. 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. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. 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 or her 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 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, and (b) 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:

Onward Engineering
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
Tel: (714) 533-3050
Attn: Majdi Ataya

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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 "F" 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 agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise

asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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 have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole 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. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. 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.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and 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, pursuant to this Agreement 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.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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.

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

6.18. 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 any document, 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 the document referenced.

6.19. 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.

6.20. 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

6.25. 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 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.

6.26. 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.

6.27. 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.

CONSULTANT

Majidi Ataya
Signature

Date: MAY 7, 2019

MAJOI ATAYA, PRESIDENT
[Name and Title]

[REDACTED]
Social Security or Taxpayer ID number

CITY OF COSTA MESA

Tamara Letourneau

Date: 5/17/19

Tamara Letourneau
Acting City Manager

ATTEST:

Brenda Green 5/20/19
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 5/17/19

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 5/9/19

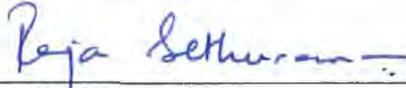
APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 5/13/19

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 5-13-19

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 5/15/19

**SCOPE OF WORK
FOR
ENGINEERING SERVICES
NEWPORT BOULEVARD WIDENING IMPROVEMENTS PROJECT**

The intent of the proposed project is to widen southbound Newport Boulevard within the subject limits to address operational deficiencies and accommodate current and projected traffic volumes. It should be noted that the segment of Newport Boulevard from the terminus of SR-55 at 19th Street to the Pacific Coast Highway is within the State of California Department of Transportation (Caltrans) jurisdiction.

According to Orange County Transportation Authority's (OCTA) Master Plan of Arterial Highways (MPAH), Newport Boulevard is classified as a six-lane Major Arterial Highway between the end of SR-55 Freeway at 19th Street and Pacific Coast Highway to the south. Currently, Newport Boulevard is constructed greater than its MPAH designation to accommodate current traffic volumes. Newport Boulevard has four through lanes in each direction divided by a raised median north of 19th Street, four lanes in the northbound direction within the project limits and transitions to three lanes in the southbound direction at Broadway. The fourth southbound through lane becomes a "trap" right-turn lane at Broadway. South of 17th Street, Newport Boulevard narrows to three lanes in each direction with a raised median and no on-street parking. This segment of Newport Boulevard is approximately 0.6 miles long.

Adjacent land uses along Newport Boulevard are primarily commercial uses on both sides of the arterial. With the terminus of the SR-55 Freeway at 19th Street and existing land uses results in the existing Level of Service (LOS) ranges from 1.10 to 1.30 resulting in a LOS of F. Due to the existing traffic volumes, traffic congestion in the southbound direction extends beyond the daily peak hour periods.

As this segment of Newport Boulevard is within Caltrans jurisdiction, the project will be designed to meet the recommended roadway capacity and geometrics per their requirements and standards. The final design will identify any right-of-way needs for the implementation of this widening project. The project will be undertaken by the City of Costa Mesa in close coordination with Caltrans.

The subject scope of services is intended as a "Turnkey" project to maintain a responsible and comprehensive base for all project development. Tasks shall be coordinated to effectively develop interrelated project elements; the project shall not be advanced until preliminary requirements are addressed and clear direction is established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The project design will include widening southbound Newport Blvd between 19th Street and Superior Avenue to address operational deficiencies and accommodate current and projected traffic volumes. Due to this segment of Newport Blvd being within Caltrans jurisdiction, all design elements will comply with current capacity and geometric standards. The project will require significant right-of-way acquisition and will require a delicate balance between needs of planned traffic volumes and minimizing right-of-way impacts. The design will consider various alignment alternatives, including alternative intersection operations at Superior Avenue.

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

PHASE I - Topographic Survey, Utility Research, & Project Data Collection

The project area is defined as southbound Newport Boulevard, from 19th Street to 17th Street. This phase consists of defining physical conditions and utilities within the project area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Review existing plans and materials, obtain a City and/or Caltrans permit, and secure right-of-entry for survey and geotechnical fieldwork.
3. Perform a topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. The survey shall extend 50' outside of the City right-of-way within adjacent private parcels and 100' into cross streets. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Establish City and private right-of-way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map. The consultant shall:
 - a. Recover or reestablish monumentation of points controlling in the deed description which created the City right-of-way boundary.
 - b. Recover all existing City right-of-way boundary line monumentation documented in County and City records.
 - c. By field survey, tie controlling monuments and boundary line monuments to each other and to the Orange County Horizontal Control Network.
 - d. Establish the existing City right-of-way boundary and document all work in a "Before Condition" Record of Survey.
 - e. Obtain a litigation guarantee/title report and define the exact limits of each private parcel, estimated for three (3) parcels.
5. Research and establish the precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.
6. Plot the detailed survey notes and electronic mapping files at 40 scale via CAD on 24" X 36" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, and manholes, etc. Within all adjacent, private properties, define driveways, walkways, curbs, stairs, parking lots and parking stall layouts, buildings, planters, patios, signs, and all other physical features.
7. Review City supplied traffic volume data and identify and collect any additional necessary traffic data.

PHASE II – Preliminary Design Plan and Community Outreach

The proposed project will widen southbound Newport Boulevard between 19th Street and Superior Avenue to address operational deficiencies and accommodate current and projected traffic volumes. Improvements will include Right-of-way acquisition, roadway widening, Active Transportation Plan improvements, roadway reconstruction, curb and gutter construction, decorative crosswalks, traffic signal modifications and signing and striping improvements.

This phase consists of analysis of various widening schemes and layout arrangements, selection of a preferred preliminary alignment, preliminary design of the improvements, analysis of environmental impacts of the roadway widening, and preparation of an environmental document to assess alternative alignment scenarios for improvements on Newport Blvd.

The City has received a letter of support from Caltrans for this project. The Consultant will closely coordinate with Caltrans during the project development and design phase. Additionally, the Consultant will conduct required environmental analysis to satisfy Caltrans requirements for this project. The project will be designed per Caltrans standards with participation from the staff of pertinent departments during the design phase.

The Consultant shall review the City proposed widening concept and the collected data and prepare up to 3 alternative preliminary widening alignments to determine the most cost effective widening alignment which meets the intent of the OCTA MPAH or at a minimum, meets the volume versus capacity intent of the OCTA MPAH. Preliminary Design Plan engineering services shall include:

1. Prepare preliminary alignment concepts for the proposed improvements, identify associated impacts and costs. The concepts should include existing and proposed right-of-way, curbs, sidewalks, driveways, striping, bus stops, medians, centerlines, etc. The concept plans will be used to determine the preferred alignment plan. The preferred alignment should reduce construction and right-of-way costs and minimize unavoidable impacts to private improvements. Scaled, renderings shall be prepared to accompany the concept drawings. Rendering drawings shall be prepared in plan view and birds-eye view, complete with scaled elements. A detailed cost estimate itemizing all construction and right-of-way elements should also be prepared.
2. Prepare microsimulation modeling and analysis for proposed improvement alternatives. Prepare renderings including birds eye view and plan view for proposed improvement alternatives.
3. The Consultant shall perform the necessary environmental analysis to assess the alternative alignment scenarios and prepare environmental analysis documents to satisfy CEQA/NEPA requirements for a federally funded construction project.
4. The City intends to hold one (1) public workshop at the beginning of the project, and two (2) public workshops to identify and finalize the preferred project alignment. The selected Consultant is required to hold these public workshops during the design process under the City's direction. The Consultant will plan, prepare, and conduct the public workshops based on discussions with the City. The City will assist in providing notifications to the affected stakeholders including businesses and residents. Include these two (2) public workshops in the scope of work. The Consultant shall also include one (1) Bikeway and Walkability Committee meeting and one (1) City Council Meeting to the scope of work.

PHASE III – Right-of-Way Engineering

The Consultant shall review the selected preliminary alignment plan to determine right-of-way requirements, impacts, and costs. Right-of-way engineering services shall include:

1. Obtain and review all existing right-of-way documentation of the project area, assessor maps, building site plans, and parcel maps for each affected property.
2. Facilitate the execution of all right-of-entry agreements as required for survey and geotechnical work.
3. Procure and review current litigation guarantees/title reports, development tract maps, building plans, and associated property documentation for each affected property. Costs incurred to procure this documentation shall be included in the contract fee.
4. Determine all easement locations including utilities, existing easement facilities, and disposition of affected facilities and easements with alternative alignments.
5. Identify square footage to be acquired and itemize project impacts resulting from each affected property.
6. Interview owners and tenants, present the proposed project, and assess the extent of any concerns the property owner and tenants may have.
7. Prepare itemized cost estimates for acquisitions per parcel and per alignment plan, and estimate severance and/or cost-to-cure damages (excludes formal appraisal services).

Upon approval of the final alignment of the proposed improvements, perform calculations to establish precise right-of-way acquisition areas for each parcel to be acquired. Review and verify traverse closures and area calculations for each parcel. Prepare legal descriptions and acquisition maps for each parcel. The Consultant shall plot on 8-1/2" x 11" vellum acquisition maps per City standard layout. Maps shall be drawn via AutoCAD; or by another approved method. Process for City review and provide five (5) copies for each parcel of the final legal description, deed, exhibits, and right-of-way map for City execution.

PHASE IV – Plans, Specifications & Estimates (PS&E)

The preparation of final civil design plans, specifications and estimates, and utility coordination shall conform to CA MUTCD, Caltrans, and City standards. Plan and profile will be required for the existing and proposed elevations. Plans shall be 1" = 20' scale horizontally and 1"=2' vertically on standard 24" x 36" sheets. AutoCAD latest version shall be utilized, completed on 4 mil. erasable mylar per the City standards. Plans are to be fully detailed to advertise and construct the project, including:

- Surveying
- Geotechnical analysis
- Hydrology
- Plan & Profile Drawings
- Utility adjustments/relocations
- Curb, Gutter & Sidewalk
- ADA Improvement Details

- Traffic signal modification plan
 - Signing and striping plan
 - Landscape & Irrigation plan
 - Contract documents
 - Special provisions
 - Processing and approvals
 - Private on-site reconfiguration including landscaping and irrigation adjustments, lighting and sign relocations
1. Plot all physical features including BCR, ECR, flow-lines, centerlines, angle points, top of curb, handicap ramps, pavement striping, structures, trees, underground and surface utilities, poles, fire hydrants, catch basins, signs, water valves, manholes, etc. Within all adjacent private properties, define driveways, walkways, curbs, walls, AC and parking stall layouts, buildings, planters and irrigation, signs, lighting, utilities, and all other physical features. Based on the topographic survey, establish exact centerline controls, street geometrics, and right-of-way limits of project.
 2. Prepare final intersection grid grades at 10' intervals for the subject segment of W. 17th Street and provide elevations at TC, FL, EG, EP, BCR, ECR, $\frac{1}{4}\Delta$ and $\frac{1}{2}\Delta$ curb return, at 1"=10' scale. Prepare final cross sections at 25' intervals, indicating vertical and horizontal cross falls, elevations, analysis of super elevations/highway design speed calculations, and join elevations and details to private property, etc., conforming to City standards. Cross sections shall be submitted with the first plan check.
 3. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures" attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City.
 4. The consultant shall include \$10,000 as a separate item in the fee schedule for the City's use for potholing for utilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other work from this item. Identifying all underground conflicting utilities is critical and it is the consultant's responsibility to ensure all utilities are properly identified and located on the plans.
 5. Geotechnical/Materials report - Obtain, analyze, and document geologic and engineering data averaging five feet in depth for the project area (estimated three locations), and develop R-value and pavement design recommendations. The Geotechnical report shall include:
 - Review of readily available background materials, including published geologic maps and literature, in-house information, and stereoscopic aerial photographs. Consultant shall also review preliminary project plans, as-built project plans and specifications, log of test boring sheets, and existing structure foundation reports, if available.
 - Performance of a geotechnical site reconnaissance to observe the geotechnical conditions along the proposed alignment.

- Provide borings at three (3) locations determined by the Consultant and approved by the City. Borings shall be a minimum of 6" wide and average 5' deep, with cores backfilled and compacted at 95% with AC material immediately following work. Provide boring log and maps showing dimensions of cores and horizontal distances from identifiable roadway points.
 - Establishing existing structural section, R-value, moisture content, expansiveness, caving potential, water level, traffic indices, and sand equivalency. Determine estimated range and degree of soil contamination if encountered. The City will provide the average daily traffic volume data.
 - Preparation of a Geotechnical Report presenting the results of the data review and findings, conclusions, and recommendations relative to the geotechnical aspects of the project's design and construction. Identify recommendations for treatment and tabulate soil information in table format for existing and proposed conditions.
6. The consultant shall coordinate with Southern California Edison on any necessary street light and power pole relocations.
 7. Prepare traffic signal modification plans for the intersections of Newport Boulevard at Broadway, Harbor Boulevard, and 18th Street. Plans shall include pole locations, conduit, cables, phase diagrams, and other appurtenant items to ensure proper traffic signal operation. The consultant shall coordinate with Edison on any necessary street light and power pole relocations.
 8. Hydrologic/hydraulic Report – Analyze hydrologic/hydraulic conditions, develop details for standard longitudinal and cross fall drainage, and document findings and design calculations. Define removals and replacement of drainage pipe and design catch basin relocations, modifications, and repairs as needed.
 9. Define and document Water Pollution Control requirements.
 10. Define new monuments or re-setting of existing monuments and provide detailed drawings fully dimensioned for each.
 11. Private On-Site Reconfiguration – Develop plans for private on-site areas impacted by the proposed widening. Plans shall include, but not limited to, relocation of existing commercial signage (if necessary), relocation/proposed landscaping and irrigation lines, lighting, striping and paving, any improvements (sidewalk, curb ramps, etc), and improvements that require ADA clearance.
 12. Traffic control plans are not required. However, the specifications shall concisely define the lane and detour closure approach to minimize traffic and pedestrian impacts, and accommodate staged work requirements.
 13. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction proposal form and contract agreement will be furnished to the Consultant by the City.
 14. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or

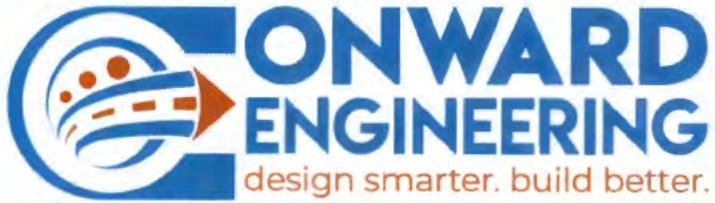
explain items relating to the design. A sub-line item fee for "Construction Technical Support" may be included under this phase, to be included within the scope of work at the discretion of the City, contingent on fee and services.

15. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 70% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Consultant before submitting.
16. Conduct a field walk-through with the City during the first and second PS&E submittal.
17. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates with background calculation work sheets; soil and hydrology reports; survey data; Utility File; Right-of-Way File, and all relative project information.
18. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings shall be held once a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. A copy of the CPM software program and monthly updates shall be furnished to the City Project Manager.

EXHIBIT B
CONSULTANT'S PROPOSAL



300 S. Harbor Boulevard, Suite 814
Anaheim, CA. 92805
www.oe-eng.com

REQUEST FOR PROPOSAL for
ENGINEERING SERVICES FOR NEWPORT BOULEVARD WIDENING IMPROVEMENT PROJECT

The City of
COSTA MESA



City of Costa Mesa
City Hall - Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200



300 S. Harbor Blvd.
Suite 814
Anaheim, CA. 92805
714.533.3050
www.oe-eng.com

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

February 15th, 2019

SUBJECT: REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES FOR NEWPORT BOULEVARD WIDENING IMPROVEMENT PROJECT

Onward Engineering (OE) is committed to a partnership with the City of Costa Mesa to provide Engineering Services for the Newport Boulevard Widening Improvement Project. Our team of innovative, technology driven designers are ready to apply past and present experience on similar projects and exceed your expectations. The City can rest assure knowing that our firm has "been there before." OE has provided design services on high profile widening projects in the Cities of Irvine, Long Beach, Torrance, Redondo Beach, and Manhattan Beach--to name a few. In addition, we have provided design services to the City of Costa Mesa on the Harbor & Gisler Widening Project, the 17th Street Widening Project, and the Placentia Avenue Median Beautification Project. This experience means we know what the City's expectations are and can apply those lessons learned on this project to exceed those expectations.

We understand the important of having a firm on board that has a clear understanding of the project and scope. So, our approach was to take a big initiative, making field visits, conducting and outlining field observations, reviewing the RFP, supporting documentation, and in particular the Scope of Work, and meeting with our subconsultants. In doing so, we hope that we are presenting a tailored proposal that satisfies the City's expectations and gives you confidence in our abilities. We also hope that this proactive approach means we are uniquely positioned to move seamlessly into the design phase. We gave begun working on coming up with some design options and alternatives that we are excited to share with the City if selected.

We have proposed an extensive and experienced team led by Justin Smeets as the Project Manager. Justin is both a registered civil engineer and licensed land surveyor. He is efficient in civil design software. This allows him to manage the designers, the survey team, and to assess cost effective intersection widening methods. Justin has managed projects for the City of Costa Mesa and is familiar with the City's requirements and procedures. Majdi Ataya is proposed as the Quality Assurance and Quality Control Manager (QA/QC). Majdi understands what the City expects, having worked as a City Engineer for over 18 years. Majdi places emphasis on ensuring quality on all design documents, and Majdi will in fact play a hands-on role on this important and significant project. Majdi and Justin will have the full support of our top-notch Project Engineers and carefully selected sub-consultants. We have collaborated with these sub-consultants on numerous widening projects, so we can deliver a successful design for the City.

I will act as the Principal-In-Charge and the individual responsible for entering OE into agreement with the City of Costa Mesa. I will make sure that the City is fully satisfied with the services provided, and this project will be my top priority from beginning to successful project completion. I will coordinate and chair weekly internal meetings to track the progress, and to identify ways to keep the project on schedule. If you have any questions, please feel free to contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com. We hope that our team is selected, we are sure that we will exceed your expectations! I acknowledge receiving Addendum #1.

Thank you,

A handwritten signature in black ink that reads "Majdi Ataya".

Majdi Ataya, PE
President



SECTION 1

BACKGROUND & PROJECT SUMMARY

The City of Costa Mesa is seeking a qualified firm for design engineering services on the Newport Boulevard Widening Improvements Project. The project consists of widening a portion of southbound Newport Boulevard to accommodate a fourth through lane and improve its Level of Service from the current F rating (ranging from 1.10 to 1.30). The section of roadway to be enhanced extends approximately 2,700 linear feet southwest from 19th Street to the Superior Avenue turn-off located northeast of 17th Street. The project is located within Caltrans jurisdiction and will require traffic signal modifications, utility and street light relocations, and right-of-way acquisitions to accommodate the additional through lane and right-turn pockets.

PROJECT MAIN OBJECTIVES

- 1 Identify all existing above ground and underground utilities and verify pertinent utility data. Notify all utility owners of planned construction and modify, relocate, or protect in place all utilities.
- 2 Conduct a Geotechnical Investigation to evaluate the existing pavement structure and assess the subgrade soil to determine the optimal structural section for street reconstruction.
- 3 Conduct a Topographic Survey of the street cross section at 10-foot intervals, as well as 50 feet into adjacent private parcels, and 100 feet into cross streets. Verify private parcel limits to determine right-of-way acquisition requirements.
- 4 Conduct a field assessment of the site and collect high resolution aerial photographs of the street to enhance the accuracy of the base map features including utility appurtenance locations, street striping configurations, and other site features.
- 5 Develop 3 conceptual widening alignments in addition to the City developed alignment and prepare a cost-benefit analysis that minimizes right-of-way acquisition requirements while meeting the intent of the OCTA MPAH.
- 6 Conduct an environmental assessment that considers all alignment alternatives and satisfies CEQA/NEPA requirements.
- 7 Review existing traffic volume and signal timing data and develop traffic signal and intersection lighting modification plans.
- 8 Verify right-of-way requirements, determine acquisition costs, and engage property owners to address all concerns.
- 9 Develop engineering plans and specifications that include road reconstruction, drainage improvements, concrete infrastructure improvements, utility appurtenance replacement/relocation, traffic signal modifications, landscaping, irrigation, and signing and striping.
- 10 Ensure all designs adhere to ADA and Caltrans requirements. Prepare all additional documentation required to acquire a Caltrans encroachment permit.





PROJECT APPROACH

STREET ALIGNMENT - Key Concepts In Alignment Alternatives and Final Design

The following key concepts and practices will be adhered to:

- Minimize right-of-way acquisitions.
- Minimize impacts to utilities and surface appurtenances (i.e. fire hydrants, street lighting, etc.).
- Maximize the Level of Service of the street.
- Maintain pedestrian travel paths and adhere to ADA requirements.
- Complete a CostBenefit Analysis to determine the optimal alignment that can be achieved within the available construction budget.
- Ensure all designs adhere to the Caltrans Highway Design Manual. Submit a Design Exception Fact Sheet to Caltrans for approval of any deviations from the Manual in the final design.
- Submit a Construction Plan Set, Traffic Control Plans and Permit Engineering Evaluation Report to Caltrans to secure an encroachment permit prior to construction.

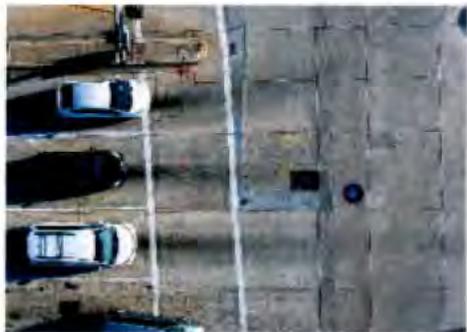


The preliminary site evaluation included an assessment of the median and northbound lanes of Newport Boulevard to determine if shifting the alignment to the east was feasible. As observed in the attached photograph, there is a significant elevation difference between the northbound and southbound lanes of traffic, as well as underground drainage structures and catch basins within the median, which would require significant redesign of the road cross section to alter and may be cost prohibitive. Shifting the lanes east would require the removal of the parking lane present in the northbound lanes of traffic or narrowing of the east sidewalk to preserve the parking lane.



DRONE MAPPING

The site assessment will be enhanced with the collection of high-resolution aerial photographs using our drone, which allow us to accurately denote site surface features, utility notification markings, areas of excessive pavement cracking/failure for digout locations, and detailed reference data. These images are a higher resolution than other sources. The samples below illustrate the outcome. The aerial photos collected are stitched together to create complete street segments with high levels of detail. Additionally, our team has 3 remote pilots licensed by the FAA to fly drones for commercial use.



Crosswalk Detail



Manhole Detail



Access Ramp Detail



TRAFFIC SIGNAL MODIFICATION



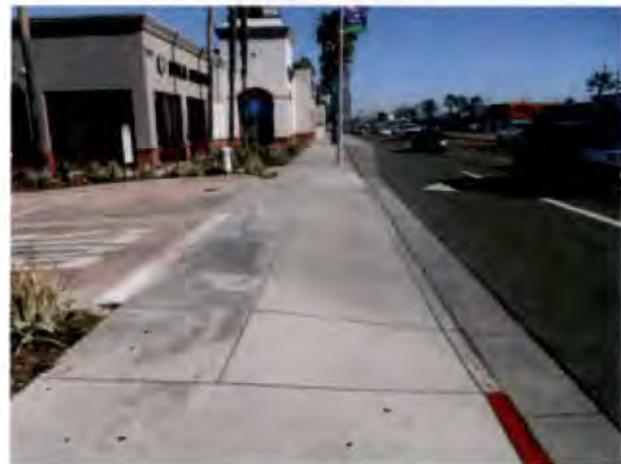
Traffic signal modification will be conducted in addition to alignment modifications to further enhance the service level of the street. Traffic signal poles will be relocated to accommodate the additional lane of traffic and the signal timings will be adjusted to optimize traffic flow based on the measured volumes of traffic at peak times.

DRAINAGE STRUCTURES

A topographic survey will be conducted to verify the vertical elevations and existing drainage patterns within the project limits. The final design will include all drainage features necessary to maintain or improve drainage through the new alignment. In addition to analyzing hydrologic/hydraulic conditions and preparing a summary report, the final design of the street and gutters will be converted into a 3-dimensional surface in AutoCAD Civil3D and rainfall simulated to ensure surface run-off flows as intended.



ADA COMPLIANCE



Several curb ramps and driveways within the project limits will require reconstruction due to the widening of the street. All designs will be prepared to adhere to ADA standards which include maximum allowable slopes and minimum walking path/landing widths, as outlined in the Caltrans Standard Plans and the Caltrans Permanent Pedestrian Facilities ADA Compliance Handbook. Curb ramps will be designed as 3-dimensional surfaces in AutoCAD Civil3D to ensure that the ADA maximum slope requirements are adhered to.



UTILITY APPURTENANCE RELOCATION AND LANDSCAPING

Any required reconstruction of sidewalk, curb ramps, crosswalks, or medians will be designed with colors and styles to match the existing aesthetics of the area. Site features observed during the site visit that are expected to be impacted by the road widening include:

Street lights and pull boxes, in-ground lights, traffic signal poles and pull boxes, trees and hedges, irrigation lines and control valves, signs, bus stops, decorative walls and bollards, bike racks, fire hydrants and valves, and utility cabinets and manholes.



Signs, appurtenances, and irrigation lines will be reused and relocated when feasible. Numerous trees will need to be removed to accommodate the additional lane. The trees can be assessed by a licensed arborist to assess their suitability for transplanting to new locations

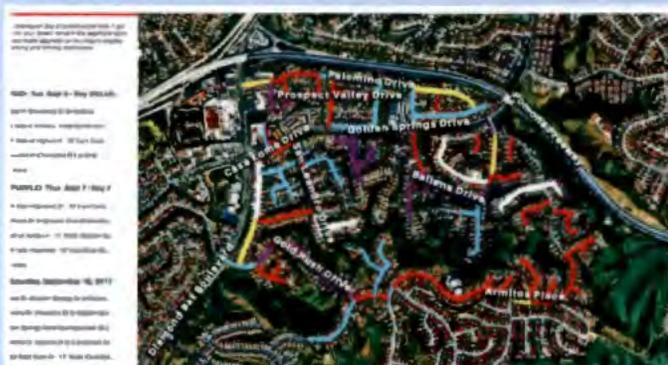
PUBLIC OUTREACH

INFORMATIVE WEB PAGES

OE offers the option of hosting informative web pages for the City, including the option of utilizing a separate sub-domain linked directly to the City's website. This allows OE to directly produce and update all public notices (PDFs), project information and updates, and dynamic maps without requiring city time and resources through the process.

DYNAMIC & INTERACTIVE WEB MAPS

OE has the tools and skills to build complex, dynamic maps to keep the public informed. Any stakeholders affected by our work can easily access our interactive maps online to see detours, phasing, temporary parking, street closures, and basic project limit information. OE would manage the site and content in accordance with City requirements, updating the maps in real time, in-turn providing the City of Costa Mesa convenient content oversight and to disseminate valuable information.



To view projects pages and interactive maps please visit us at: www.oe-eng.com/dbarea5

PROJECT TELEPHONE HOTLINE

OE provides a project hotline for businesses, residents, and City staff to have 24/7 access to project personnel. This hotline provided for the City can function as the contact number for the entire project life cycle. Once it's set up, callers will be greeted by a short, pre-recorded introduction, and then they can select from a menu to hear helpful project information, such as street closures and parking and schedule changes, before being routed to a specific staff member. This system is completely customizable and can be changed throughout the course of a project. During design, the call can go to the design team's Project Manager, and this contact person can be changed during construction. This system works even if phases are handled by different consultants. This consolidation gives those in the community comfort that they can always reach someone to voice their concerns while only having to save one phone number. And it means less headaches for the City. Additionally, all calls are tracked, so a call log can easily be generated and saved, with caller information, time of call, and voice-mail.





SECTION 2

WORK PLAN

SCOPE OF WORK

SITE RESEARCH PHASE

DELIVERABLES

1: KICK-OFF MEETING

OE will set up a design kick-off meeting with City staff to discuss the scope of work, objectives, design criteria, technical requirements, and project schedule.

MEETING MINUTES & AGENDA

digital copy

PROJECT SCHEDULE

digital copy

(to be updated as necessary)

2: RESEARCH & REVIEW AVAILABLE DATA

The OE team will compile and review all records and documents from the City. All records will be compiled and returned to the City upon project completion.

EXISTING RECORDS & MATRIX

roadway/right-of-way/utility

digital copy

3: UTILITY & RESEARCH NOTIFICATION

OE will conduct a detailed local utility investigation to confirm the most recent contacts for all affected utilities and cross-reference the findings with any information provided by the City. Each company will be contacted to request information pertaining to their utilities such as verification of the sizes, depths, and locations of their underground lines, facilities, and substructures within the project vicinity. Follow-up letters will be issued upon completion of the 70% and 100% construction plans to ensure the utility information is accurately presented. OE will meet as many times as necessary with the affected utility owners throughout the development of the plans. Potholing will be conducted where there is concern that conflicts may exist.

UTILITY CONTACT MATRIX

digital copy

1ST/2ND/FINAL UTILITY NOTICES

UTILITY NOTIFICATION LOG

UTILITY CORRESPONDENCE

digital copy

4: SITE EVALUATION

OE will schedule a site inspection and evaluation and verify records drawings and data, evaluate pavement and concrete infrastructure conditions, identify proposed improvements and requirements for private property, and inventory roadway signage and existing pavement markings. Site features and utility appurtenance locations will be documented by taking aerial photographs using a drone. Street level photographs will also be taken of key project areas

SITE EVALUATION NOTES & PHOTOS

digital copies

PAVEMENT MARKINGS & STREET INVENTORY

digital copy

5: SURVEY & MONUMENTATION

CL Surveying and Mapping will provide all surveying services required. The surveying services will include a topographic survey of Newport Boulevard and cross streets at 10-ft intervals, legal descriptions and exhibits for up to three parcels of land to facilitate right-of-way acquisitions, a Record of Survey showing the existing City right-of-way boundary along Newport Boulevard from 19th Street to Superior Avenue, and Pre/Post-Construction Monument preservation for up to 20 centerline monuments.

TOPOGRAPHIC SURVEY

BASEMAP

CAD SURVEY FILES

digital & hard copies-24"x36"

RECORD OF SURVEY

TITLE REPORTS

LEGAL DESCRIPTIONS AND EXHIBITS

digital & hard copies





PRELIMINARY DESIGN PHASE

DELIVERABLES

6: BASE SHEETS

The base sheets will be prepared with through the compilation of the research records, aerial photographs, topographic survey, site visit findings, and underground utility line records obtained from as-built plans from utility companies.

STREET, RIGHT-OF-WAY, AND
UTILITY BASE MAPS BASEMAP
digital copies

7: PRELIMINARY ALIGNMENT CONCEPTS

OE will develop three preliminary alignment concepts to be provided to the City along with cost estimates and rendered drawings in plan view and birds-eye view. Our team will assess construction costs, utility locations, impacts to residents and businesses, right-of-way acquisition requirements, permit requirements, and OCTA requirements associated with each design option and develop an accurate cost-benefit analysis.

CONCEPTUAL DESIGN PLANS
RENDERED DRAWINGS
digital & hard copies

8: ENVIRONMENTAL ASSESSMENT

The Environmental Assessment will be carried out by ECORP Consulting, Inc. ECORP will conduct an environmental constraints analysis to help inform the design alternatives. The environmental assessment will consist of tasks necessary to satisfy CEQA and NEPA requirements for projects that are under the jurisdiction of Caltrans and are federally funded. As such, a Preliminary Environmental Study (PES) form will be prepared which will recommend the appropriate NEPA documentation. It is assumed that the recommended document will be a NEPA Categorical Exclusion (CE). Based on the project location and proposed improvements, the appropriate CEQA document is expected to be a Categorical Exemption (CE). Optional tasks for an Initial Study/Mitigated Negative Declaration (IS/MND) and technical studies have been provided should they be deemed necessary by the City based on the preliminary environmental alternatives analysis and public interest.

ENVIRONMENTAL CONSTRAINTS
ANALYSIS REPORT
CEQA CATEGORICAL EXEMPTION
CALTRANS PRELIMINARY
ENVIRONMENTAL STUDY
NEPA CATEGORICAL EXCLUSION
CULTURAL RESOURCES REPORT
OPTIONAL – CEQA INITIAL
STUDY/MITIGATED NEGATIVE
DECLARATION AND TECHNICAL
STUDIES

digital & hard copies

9: PROJECT & PUBLIC MEETINGS

OE will attend monthly meetings with the City to discuss the progress made on the project. A Critical Path Method network with milestones, subtasks, and deliverables will be prepared using Microsoft Project. Based on the anticipated design duration of March 2019 to June 2020, it has been assumed that approximately 14 monthly meetings will be attended.

MEETING EXHIBITS & MATERIALS
MEETING MINUTES & AGENDAS
CPM SCHEDULE
digital & hard copies

OE will plan, prepare, and conduct two public workshops with the City's direction, as well as attend one Bikeway and Walkability Committee meeting and one City Council Meeting. OE will prepare all the necessary agendas, exhibits, and materials for the meetings, answer questions, and prepare meeting minutes.



10: RIGHT-OF-WAY ENGINEERING PHASE

CPSI will provide all right-of-way acquisition services required. CPSI will minimize the right of way impacts while meeting the City's needs. The right-of-way support services will primarily consist of interviews with the impacted property owners and/or tenants to determine issues of concerns, preparation of right of way cost estimates and data sheets and project reports. Each of the three design alternatives will be addressed within its individual data sheet, including the associated right of way cost and specific areas of conflict on the existing property and/or occupants. Upon thorough research and analysis, a project summary report will be prepared for up to three alternatives, along with a summary section addressing recommendations as to the preferred alternative.

ACQUISITION MAPS

digital and hard copy – 8.5"x11" vellum

FINAL LEGAL DESCRIPTION, DEED, EXHIBITS, & RIGHT-OF-WAY MAPS FOR EACH PARCEL

digital & 5 hard copies

PLANS, SPECIFICATIONS, & ESTIMATES (PS&E) PHASE

11: GEOTECHNICAL INVESTIGATION

A pavement and subsurface evaluation will be conducted by Geomat Testing Laboratories, Inc. Boreholes will be advanced at three locations to assess pavement and subgrade conditions. Soil samples will be collected to determine classification and R-values and a summary report will be prepared.

SOIL INVESTIGATION REPORT

digital & hard copies



12: CALTRANS COORDINATION

OE will work with Caltrans throughout the design process to acquire an encroachment permit prior to construction. An initial meeting will be arranged with Caltrans to review the final conceptual design. The final design plans will be prepared in accordance with the Caltrans Standard Plans, Highway Design Manual, and the Manual on Uniform Traffic Control Devices, where applicable. A Design Exception Fact Sheet will be submitted to Caltrans for approval of any deviations from the Caltrans standards. A final plan set, traffic control plan, Permit Engineering Evaluation Report (PEER), and Design Exception Fact Sheet will be submitted to Caltrans to secure the encroachment permit.

TRAFFIC CONTROL PLANS

PERMIT ENGINEERING EVALUATION REPORT

DESIGN EXCEPTION FACT SHEET

ENCROACHMENT PERMIT

digital & hard copies

13: TRAFFIC SIGNAL MODIFICATION PLANS

All engineering design related to the modification of the traffic signals will be prepared by ADVANTEC Consulting Engineers. ADVANTEC will perform a field evaluation to verify existing site conditions and will review available records including AM and PM peak hour turning movement volumes at study intersections, existing signal timing, and existing average daily traffic volumes. The findings of the study will aid in the development of the traffic signal and intersection lighting modification plans. The traffic signal and intersection lighting modification plans will include pole locations, conduit, conductors, existing and proposed phase diagrams (if different), upgrades to countdown pedestrian heads or APS devices, signing/striping, and street lighting (if necessary). The plans will include the intersections of Newport Boulevard at Broadway, Harbor Boulevard, and 18th

TRAFFIC SIGNAL AND INTERSECTION LIGHTING MODIFICATION PLANS

SIGNING & STRIPING MODIFICATION PLAN

STREET LIGHT MODIFICATION PLAN

TECHNICAL SPECIFICATIONS, CONSTRUCTION QUANTITIES, ENGINEER'S ESTIMATE

digital & hard copies





Street/Rochester Street. ADVANTEC will provide the plans along with technical specifications and cost estimates to be incorporated into the roadway design PS&E submittals. ADVANTEC will also coordinate with Southern California Edison on any necessary street light modifications and traffic signal service point relocations necessary to accommodate the proposed widening. ADVANTEC, acting on behalf of the City, will fill out the SCE Customer Project Information Sheets for each impacted service point location as well as the Street Light Modification Form.

*The City indicated in correspondence on February 5, 2019 that traffic simulations and analysis would not be required; therefore, microsimulation modelling and analysis of the proposed improvement alternatives has not been included in the scope of work or fee schedule.

14: LANDSCAPE AND IRRIGATION PLANS

Landscape and irrigation plans will be provided by NUVIS Landscape Architecture & Planning. Based on the engineering widening plans, NUVIS will develop three alternative illustrative elevations/cross sections in plan-view format featuring low water use, color plant material. A color rendering of each alternative will be prepared for presentation at the community meetings.

NUVIS will prepare planting and irrigation plans, details and notes for submittal for agency plan check in AutoCAD at 70%, 90% and 100% completion phases. NUVIS will correct plans as noted by the governing agencies prior to progressing the plans. Technical specifications, a statement of probable construction cost relative to bid quantifies, and private on-site landscape and irrigation repair/replacement written notes for like/in-kind materials will be prepared.

CONCEPTUAL DESIGN
RENDERINGS

digital & hard copies

70%, 90%, & 100%

LANDSCAPE/IRRIGATION PLAN



15: 70% AND 90% PS&E

PS&E packages will be submitted at 70% and 90% completion. A hydrology study will be conducted concurrently with the 70% PS&E preparation. All calculations will adhere to the Orange County Hydrology Manual and the City of Costa Mesa Master Drainage Plan. All construction plans for the project will be ADA compliant and will adhere to the City of Costa Mesa Standards, Caltrans Standard Plans, and Caltrans Highway Design Manual, whichever takes precedence. Any signing and striping required will be designed in accordance with the Caltrans California Manual on Uniform Traffic Devices. Specifications will be prepared in accordance with the Caltrans Standard Specifications and City of Costa Mesa boiler-plate templates will be used when available. A Plan Check Meeting and field walk-through will be coordinated with the City for each submittal following the distribution of electronic copies.

70% AND 90% PS&E PACKAGES

digital & hard copies

CD OF ALL SUBMITTAL REVIEW
COMMENTS/RESPONSES & RED-
LINED PLANS

each submittal

16: 100% AND FINAL PS&E

Once the City has completed the second review of the PS&E, OE will incorporate the plan check comments into the 100% PS&E Submittal and provide the City with the finalized documents for construction bidding.

100% AND FINAL PLANS

*hard copy - 24" x 36" double matte 4mm
Mylar sheets - signed and stamped*

MASTER SET SPECIFICATIONS

digital & hard copy-bound

FINAL CONSTRUCTION COST ESTIMATE

hard copy

COMPLETE PS&E PACKAGE

digital copy-CD ROM

AUTOCAD & PDF DESIGN FILES

digital copy-CD ROM

RESIDENT ENGINEER'S FILE

digital & hard copy





17: BID ASSISTANCE/CONSTRUCTION SUPPORT

AS-BUILT DRAWINGS

*hard copy - 24" x 36" double
matte 4mm Mylar sheets -
signed and stamped*

OE will provide ongoing support services during the bid phases and during construction. If required, we will respond to Requests for Information, prepare and issue addenda, review submittals and shop drawings, attend kickoff meetings and other monthly meetings, assist the City in coordinating or obtaining permits from regulatory agencies, review and approve submittals and/or change orders, conduct a final walkthrough with City personnel, prepare a construction punch-list, certify the project completion, and provide as-built drawings. Revisions to the PS&E package or providing additional administrative support as noted above can be done at the City's request on time and material using the hourly rates in our fee proposal. Additionally, we can provide full-service construction management and inspection services upon City request.

DESIGN ENGINEERING QA/QC

QUALITY ASSURANCE

Design quality is the foundation for keeping costs under control. Nothing is more important to total project costs and return on investment than producing well-documented and designed PS&E. It must be stressed during all stages of project delivery, including concept development, preliminary design, detailed design, bid and award. Effective Construction Management (CM) begins during design because the costs of CM, ie. change orders and claims, are largely determined by design quality. Along with design clarity, it is the surest way to minimize the amount of change orders and construction costs. Quality assurance ensures the systems and procedures are in conformance with the City's requirements. PS&E must be of high quality, clear and understandable, complete, accurate, consistent, and constructible.

QUALITY CONTROL

Plan checks ensure that the plans meet the 5 C's: Consistent, Clear, Correct, Constructible, and Complete. Our project engineers and managers recognize that quality is the result of several processes. It requires performing many appropriate activities at the right time during the plan development process. Quality Control is an approach and a realization that quality is something that occurs throughout the entirety of the design process. QC means performing all activities in conformance with valid requirements, large or small. Good CAD techniques, attention to detail, and ensuring plans are correct and useful to the contractor are also essential to quality. The design team follows OE's established design policies, procedures, standards and guidelines in the preparation and review of all design products as directed by the Project QC Plan.





PROJECT CONTROLS

Our Control Systems, technology-based, seamlessly store, access, share and disseminate the details of all project-related records and information. These Systems are capable of advancing the progress of infrastructure projects by delivering immediate, real-time project-related updates; providing 24/7 access to City project personnel; and the processing of complex data and accounting for all project variables to then calculate solutions for working toward maximizing production, schedules, and to quantify error-mitigating analysis to prevent set backs. As a result, the City benefits from great increases in project transparency, collaboration, clarity and communication, the reduction of errors, and the increase in both productivity and time efficiency, thus both meeting and exceeding project scheduled deadlines, and reducing costs for the City.

COST CONTROL

One of our core corporate philosophies is honesty and transparency. We use [Advanced Financial Software](#) to prepare invoices and reports, which allows the City to request billing statements at any time in the billing cycle. We can also send a real-time report of hours and expenses, letting the City of Lynwood easily compare proposed resources to resources used and/or remaining.

DOCUMENT CONTROL

OE operates on a cloud filing system that will be used on all documents and folders to ensure proper documentation and transparency. We map all of the City's standards, folder structure, templates and document formats and store it on our cloud-based [box ENTERPRISE](#) account for implementation. This cloud-based account allows for secure, remote access and review of our entire filing system by City staff, to ensure that documentation and filing is done in compliance with the project requirements. Each City staff member attached to the project will be able to select a password which provides access to view, upload, or download any of the project files (PS&E/Schedule/Utility Logs/Field Observations/Daily Reports/Photo Diaries, etc.) without having to change the City's existing IT framework. This document control system is also compliant with Caltrans' LAPM filing requirements. Additionally, this flexibility allows the City staff access to the project files anywhere and on any device, as well as provide access to select files (like photos) to other collaborators.

SCHEDULE CONTROL

The OE team values time, for both our clients and our team members. To keep projects efficient, on track, and to maintain transparency, our investment in scheduling tools include Microsoft Project and Microsoft

OE STAFF ARE EXPERIENCED IN BOTH:



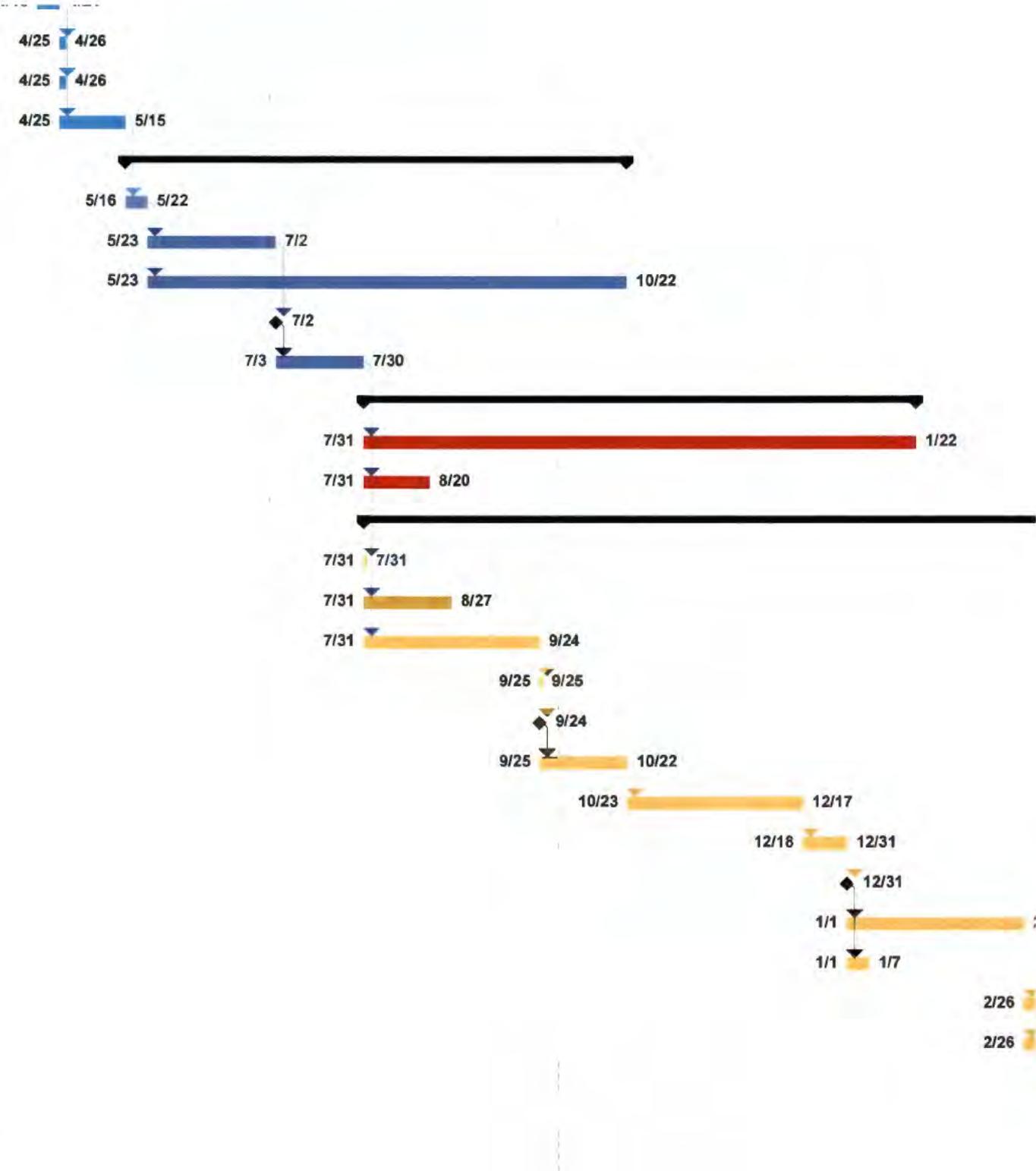
Primavera, along with coursework training participation by our in-house staff. Every time we submit a proposal, we prepare a [Critical Path Method \(CPM\)](#) schedule which corresponds to our resource allocation chart and fee proposal. CPM scheduling is highly useful as it allows OE to digitally input, analyze, modify,

and share project scheduling. When preparing the schedules, OE consider resources, tasks, relationships and durations. OE makes use of this information to maximize efficiency. When awarded a contract, our team updates the schedule with the Notice to Proceed date. This is then imported into our proprietary solution "[Onward Collab](#)" which the City will then have full access to. From there, OE can seamlessly document and assign tasks and subtasks. The result is that the details and the progress of the project would be available at all times to be tracked by the City and by our QA/QC team in real-time. Project Managers are then enabled to assess the workload of every team member at any given time, so that immediate adjustments can be made to the project. For example, if additional resources are needed to meet a milestone, the City would have immediate access to all change details. This system allows for back and forth dialogue regarding a specific task or subtask. The full conversation addressing that item is centralized and can be reviewed at any point. Another view that can be utilized is the [Board View](#). This shows buckets of tasks, with each bucket representing a team member. Moving tasks by a drag and drop, this gives the City clarity as to who is doing what and how much work is on their plate.

OE will provide City PM with one license of Microsoft Project for use during this project.



2 days
 2 days
 15 days
 114 days
 5 days
 29 days
 109 days
 0 days
 20 days
 126 days
 126 days
 15 days
 203 days
 1 day
 20 days
 40 days
 1 day
 0 days
 20 days
 40 days
 10 days
 0 days
 40 days
 5 days
 23 days
 23 days
 1 day
 0 days
 30 days





STAFF ORGANIZATION CHART

SUB CONSULTANTS

ADVANTEC
Consulting Engineers
Traffic Engineering since 2000

ECORP INC.
Environmental Consulting since 1987

CL SURVEYING AND MAPPING
Topographic Survey since 2007

NUVIS
Landscaping since 1998

GEOMAT INC.
Geotechnical Investigation since 1987

CPSI
Right-of-Way since 2006

MAJDI ATAYA
PRINCIPAL IN CHARGE

37 Years of Experience
BS Civil Engineering, CSULB
MPA All Coursework, CSULB
PE REGISTERED Professional Engineer
FORMER Deputy Director of Public Works
FORMER City Engineer

JUSTIN SMEETS
PROJECT MANAGER

14 Years of Experience
BS Civil Engineering, CSUF
PE REGISTERED Professional Engineer
PLS PROFESSIONAL Land Surveyor
CASQA QUALIFIED SWPPP Developer

ANDY BUI
PROJECT ENGINEER

21 Years of Experience
BS Civil Engineering, CSULB
BS Construction Engineering, UT
CERTIFIED CIVIL 3D | AUTODESK | AUTOCAD Westtech College
MEMBER IITe Institute Transportation Engineers
ASCE American Society Civil Engineers

DAYTON LOWE
PROJECT ENGINEER

18 Years of Experience
OCTA CERTIFIED Pavement Evaluation
US CAD CERTIFIED USCAD Professional
COURSE WORK Technology in Civil Engineering & Construction Management,

STEVE MACBRIDE
PROJECT ENGINEER

26 Years of Experience
AA Drafting Technology
US CAD CERTIFIED USCAD Professional
CERTIFIED AUTOCAD & AUTODESK CIVIL3D

RYAN DENNIS
PROJECT ENGINEER

12 Years of Experience
BS Civil Engineering, UC Calgary
Environmental Engineering
REGISTERED Professional Engineer
AUTOCAD CERTIFICATE of Completion

OE is dedicated to the promotion and perpetuation of a positive and diverse work environment. Our staffing goal is to recruit, engage and develop outstanding people from a wide range of backgrounds and skills. OE has always been interested to hiring former City staff members, and we have done this in practice. We find that those who have worked directly for cities understand the nuances of advocating for the public good, working with various stakeholders, and balancing the short-term and long-term goals of public works improvements. OE would be happy to consider and bring on board former hiring and former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.



JUSTIN SMEETS PE, PLS, QSD

PROJECT MANAGER

Justin has thirteen years of experience in Civil Engineering design, municipal engineering and facilities design, construction management, and construction administration. Utilizing AutoCAD Civil 3D Justin is responsible for managing and developing engineering plans and specifications, mapping, executing land development and grading design projects, conducting earthwork calculations, and incorporating typical designs, as well as providing engineering quantities and calculations. He is proficient in federally funded projects, and is very familiar with the Caltrans Local Assistance Procedures Manual (LAPM). Justin has been successful in taking multiple projects from the initial federal funding application, to the Preliminary Environmental Study, to E-76 approval, and all the way through construction of audited federally funded construction projects. He is experienced in managing construction projects and is responsible for planning and running the kick-off meeting with the contractor, reviewing project submittals, RFI's, CCO's, and checking the contractor invoices against the field quantities as detailed on the daily work reports, as well as coordinating daily construction details with the contractor and inspector. He has completed multiple SWPPP's and erosion and sediment control plans per the latest Construction General Permit. Justin is continuously increasing his skills in modern design software, and his knowledge of industry design standards.

VILLA PARK

TOWNE CENTRE & SANTIAGO BLVD. WIDENING PROJECT

Justin served as Project Manager on the Design of this project and Construction Manager during construction phase for this widening project. The design scope included grading and pavement reconstruction; designing right- and left-turn pockets; median improvements; 2,000 LF of curb, gutter, sidewalk realignment along Santiago Blvd; parking lot grading; and drainage improvements. The plan set included Plan and

Profile sheets, Signing and Striping sheets, and the site development plan. The project was crucial to the City because the parking lot serves as the only business center in the City.

COSTA MESA

17TH ST. STREET WIDENING PROJECT

Justin is the Project Manager on this project to provide full-service design engineering services to the City of Costa Mesa on West 17th Street, from Placentia Avenue to Superior Avenue. 17th Street is a primary arterial. The standard roadway width for a primary arterial is a 106' right of way. The existing configuration was a 2-lane divided highway with center two way left turn lane. The existing land uses were mostly commercial properties with a new mixed use development at the southeast corner of 17th Street and Pomona Avenue. There were 16 properties along West 17th Street within the limits of this widening. The properties along West 17th Street had varying R/W frontages. This meant that widening will affect each property differently. The design intent for this widening is to meet the classification of four-lane Primary Arterial as described in the OCTA Master Plan of Arterial Highways. This includes 2 lanes in each direction with a median.

INGLEWOOD

INGLEWOOD AVE. AT MANHATTAN BEACH BLVD. STREET WIDENING

Justin provided Project Management services for the Inglewood Avenue at Manhattan Beach Boulevard Southbound Right-Hand Turn Lane Improvements Project. In addition to design engineering services, OE had assembled a team that completed environmental analyses and right-of-way appraisal and acquisition services. The proposed project limits included the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, consisted of one left turn lane, two through lanes, and a right turn lane which operate at LOS E in the AM and LOS F in the PM. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding a dedicated right-





turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.

of the street on ten street segments within the City of Chino Hills.

MANHATTAN BEACH

MANHATTAN BEACH BLVD. AT SEPULVEDA WIDENING

Justin was the Project Manager to the City of Manhattan Beach. The proposed project limits include the intersection of Manhattan Beach Boulevard and Sepulveda Boulevard to accommodate dual left turn lanes in the northbound to westbound, eastbound to northbound, and westbound to southbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west. Commercial businesses can be found throughout the limits. The purpose of the project is to increase the operational capabilities of the intersection. This is accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

TORRANCE

PCH AT VISTA MONTANA/ANZA AVE. WIDENING PROJECT

Justin was the Project Manager in the City of Torrance for the Pacific Coast Highway (PCH) at Vista Montana/Anza Avenue Intersection Improvement Project. The proposed project limits included high-profile intersection of PCH and Vista Montana/Anza Avenue and the immediately adjacent north/south and east/west areas (500 feet in each direction). Multi-agency coordination was essential to ensuring success on the project. Commercial businesses and multi-family developments can be found throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by eliminating the split phase signal operation and converting to an eight-phase operating signal. With the eight-phase operation, PCH (east/west) movements will remain the same. Southbound Anza will have 5 travel lanes; dual left turn lanes, dual through lanes and a dedicated right-turn lane. Northbound Vista Montana will have 4 travel lanes; dual left turn lanes, one through lane and through/right turn lane.

CHINO HILLS

LOS SERRANOS WIDENING (MULTIPLE)

Justin was the Project Manager on this project. The work entailed providing full design engineering services for the Los Serranos Infrastructure - ATP Project. The proposed project limits included the widening of ten rural residential streets in the Los Serranos area of Chino Hills. The project limits are located just west of the 71 freeway towards the east end of the City of Chino Hills. The project locations are surrounded by single family residential homes. The project is funded through the Active Transportation Program Project. Currently the Los Serranos area is very rural. The project limits include very minimal curb, gutter, and sidewalk. The ATP grant provided funding for curb, gutter, and sidewalk on one side of each of the ten streets. The design included widening one side

SAN GABRIEL

SAN GABRIEL BLVD. WIDENING PROJECT

Justin was the Project Manager responsible for developing the preliminary design on this Broadway and San Gabriel Boulevard intersection widening project. The project involved widening for an additional thru-lane on San Gabriel Boulevard, and right-turn lanes on Broadway and San Gabriel, as well as new, curb, gutter, sidewalk, and storm drain improvements. Plans included Plan, Profile, and Cross Section sheets. The city also required development of an R/W exhibit, used to show the additional R/W needed to achieve success.





SECTION 3 STAFFING

FIRM PROFILE

FIRM HISTORY

INCORPORATED
2004
AS A CORPORATION
IN THE STATE OF
CALIFORNIA
15
YEARS IN
BUSINESS

MISSION STATEMENT

It is the mission of Onward Engineering (OE) to provide a new standard of consulting services to our clients. In doing so, we wish to improve the quality of life in the communities we serve.

FIRM ADDRESS

300
S. HARBOR BLVD.
SUITE 814
ANAHEIM, CA
92805
BOTH
CORPORATE (2004)
& LOCAL (2006)
OFFICE

EXECUTIVE ROLES

MAJDI ATAYA
PRESIDENT/CEO
MUHAMMAD ATAYA
VICE PRESIDENT
& CORPORATE SECRETARY
RANDA ATAYA
CHIEF OPERATING OFFICER
AHMAD ATAYA
CHIEF FINANCIAL OFFICER
& TREASURER

STAFF NUMBER

30
EMPLOYEES

PROFESSIONAL SERVICES

DESIGN
ENGINEERING
PROJECT
MANAGEMENT
CONSTRUCTION
MANAGEMENT
INSPECTION
STAFF
AUGMENTATION
PLAN
CHECKING

OE AND ITS OFFICERS HAVE NO BUSINESSES OWNED OR CONTROLLED DOING SIMILAR BUSINESS IN CALIFORNIA UNDER ANOTHER NAME.

FIRM EXPERIENCE & REFERENCES



REDONDO BEACH

Didar Khandker, PE, MSCE | 310-318-0661 x2456
Associate Civil Engineer | 415 Diamond St., Redondo Beach, CA 90277

INGLEWOOD AVENUE AT MANHATTAN BEACH BOULEVARD WIDENING

OE provided full Design Engineering services for the Inglewood Avenue at Manhattan Beach Boulevard Southbound Right-Hand Turn Lane Improvements Project. In addition to Design Engineering services, OE assembled a team to complete environmental analyses, and right-of-way appraisal and acquisition services. The proposed project limits include the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, consisted of one left turn lane, two through lanes, and a right turn lane which operate at LOS E in the AM and LOS F in the PM. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding a dedicated right-turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.





MANHATTAN BEACH

Prem Kumar | (310) 802-5352
City Engineer | 1400 Highland Avenue, Manhattan Beach, CA. 90266

MANHATTAN BEACH BOULEVARD AT SEPULVEDA WIDENING

OE provided Design Engineering services to the City of Manhattan Beach on the Manhattan Beach Boulevard and Sepulveda Boulevard Widening project. The proposed project limits include the intersection of Manhattan Beach Boulevard and Sepulveda Boulevard to accommodate dual left turn lanes in the northbound to westbound, eastbound to southbound, and westbound to northbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west. Commercial businesses can be found throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda had five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard had five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.



TORRANCE

Lea Reis | (310) 618-3055 (now with Rancho Palos Verdes)
Associate Engineer | 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275

PCH AT VISTA MONTANA/ANZA AVE. INTERSECTION IMPROVEMENTS

OE provided Project Management and Design Engineering services to the City of Torrance on the Pacific Coast Highway (PCH) at Vista Montana/Anza Avenue Intersection Improvement Project. The proposed project limits include the high-profile intersection of PCH and Vista Montana/Anza Avenue and the immediately adjacent north/south and east/west areas (500 feet in each direction). The City of Lomita is east of the project area, Redondo Beach is north of the intersection, Palos Verdes Peninsula sits to the south, and the Pacific Ocean to the west. Multi-agency coordination was essential to ensuring success on the project. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by eliminating the split phase signal operation and converting to an eight-phase operating signal. With the eight-phase operation, PCH (east/west) movements remained the same. Southbound Anza went from 4 travel lanes (a dedicated left turn lane, a left/through lane, a dedicated through lane, and a dedicated right turn lane) to 5 travel lanes (dual left turn lanes, dual through lanes and a dedicated right-turn lane). Northbound Vista Montana will have 4 travel lanes; dual left turn lanes, one through lane and through/right turn lane.



LONG BEACH

Christian J. Perez, PE, QSD/P | (562) 570-6679
City Engineer | 333 W Ocean Boulevard, Long Beach, CA 90802

SPRING ST. AT BELLFLOWER & LAKEWOOD - INTERSECTION IMPROVEMENTS

OE provided the City of Long Beach design engineering services for two intersection widening projects along Spring Street. The first project is along Spring Street at Bellflower Boulevard and the other is along Spring Street at Lakewood Boulevard. The goal of the project was to implement congestion management and reduction strategies at these intersections to improve capacity and movement for future volumes. The project will included design of raised medians, traffic signal modifications, turn pocket extensions, utility relocation and utility adjustments. The existing conditions at the intersection of Spring Street and Bellflower Boulevard include a single left turn lane in each direction, three through lanes in each direction, and dedicated right turn pockets for all intersection legs except for the west leg. The intent at this intersection



was to extend the left turn pockets for the north, east and south legs. The project will also extend the southbound right turn pocket. The existing conditions at the intersection of Spring Street and Lakewood Boulevard include Dual left turn pockets in all directions, three through lanes in all directions and dual right turn lanes from southbound Lakewood Boulevard to westbound Spring Street. The future capacity requires an increase in pocket lengths for the left turn pockets in each direction on Spring Street along with an increased length of the dual right turn pockets on southbound Lakewood Boulevard.



IRVINE

Kal Lambaz | (949) 724-7555
Project Manager | 6427 Oak Canyon, Building 1, Irvine, CA 92618

ALTON PARKWAY WIDENING

OE provided design services to the City of Irvine on this \$250,000 project to add a left-turn lane on Alton Parkway into the south entrance of the Irvine Civic Center. The project limits were on Alton Parkway between Harvard Avenue and Murphy Avenue. The current roadway includes a median on Alton Parkway from Harvard Avenue, stopping just shy of Murphy Avenue. The median is mixed landscape and hardscape (hardscaping in the middle), with access points for Orange County Flood Control District north and south of the San Diego Creek overpass. The work entailed removal of a hardscaped median on existing bridge deck and designing a different median to accommodate a left turn lane into Irvine Civic Center. The work also entailed replacing new roadway signs, legends and striping. Additionally, the scope required removal of landscaping and modification of irrigation facilities in an adjacent median. OE also evaluated and addressed drainage issues that were created by the proposed left turn lane.



CHINO HILLS

Tad Garrety | (909) 364-2722
Engineering Department | 4000 City Center Drive, Chino Hills, CA 91709

LOS SERRANOS WIDENING (MULTIPLE) - ATP PROJECT

OE provided Design Engineering services for the City of Chino Hills for the Los Serranos Infrastructure - ATP Project. The proposed project limits included the widening of 10 rural residential streets in the Los Serranos area of Chino Hills. The project limits are located just west of the 71 freeway towards the east end of the City of Chino Hills. The project locations are surrounded by single family residential homes. The project is funded through the Active Transportation Program Project. At the time of the project, the Los Serranos area was very rural. The project limits included very minimal curb, gutter, and sidewalk, and the ATP grant provided funding for curb, gutter, and sidewalk on one side of each of the 10 streets. The design included widening one side of the street on 10 street segments within the City of Chino Hills.



CITY OF COSTA MESA FAMILIARTIY

HARBOR BOULEVARD & GISLER AVENUE INTERSECTION PROJECT

OE provided Design & Right-of-way acquisition services to the City of Costa Mesa for this two-phase, \$400,000 project. Phase I included only eastbound improvements, converting the eastbound optional through-right lane to optional through-left lane, and the addition of an eastbound right-turn lane. Phase II entailed a conceptual feasibility study and right-of-way acquisition requirements for north and southbound improvements, including addition of a





southbound right-turn lane, and extension of the northbound optional through-right lane. Work also included installing an overhead freeway sign. OE provided detailed field analysis, specifications, and plans including measurements and exhibits, in conformance with MUTCD, Caltrans, and City standards. OE worked specifically with SoCal Gas to relocate a gas line in conflict with footings for the overhead sign to be installed.

17TH STREET WIDENING PROJECT

OE provided Design Engineering services to the City for 17th Street, a primary arterial. The standard roadway width for a primary arterial is a 106' right of way. The existing configuration was a 2-lane divided highway with center two-way left turn lane. The existing land uses were mostly commercial properties with a new mixed-use development at the southeast corner of 17th Street and Pomona Avenue. There were 16 properties along West 17th Street within the limits of this widening. The properties along West 17th Street had varying R/W frontages. This meant that widening will affect each property differently. The design intent for this widening is to meet the classification of four-lane Primary Arterial as described in the OCTA Master Plan of Arterial Highways (MPAH). This includes 2-lanes in each direction with a median.

PLACENTIA AVENUE MEDIAN INSTALLATION & LANDSCAPING

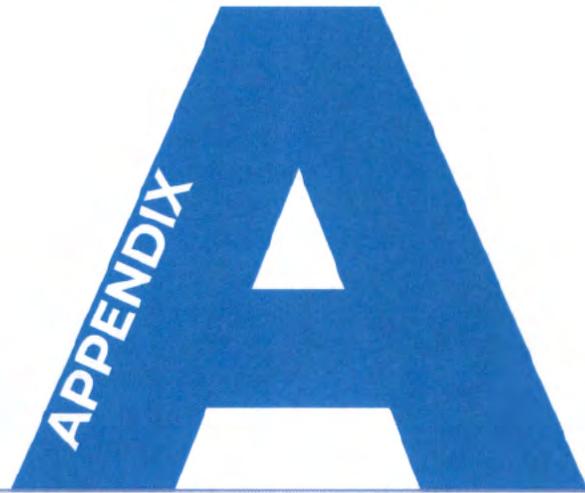
OE provided Design Engineering services on this project. The City obtained federal funding to provide pedestrian and traffic safety improvements on Placentia Avenue from Wilson Street to Adams Avenue through a Highway Safety Improvement Program (HSIP) Grant. This very busy corridor moves pedestrian, bicycle, commuter and emergency services traffic past Estancia High School, the City of Public Works Yard, adjacent fire station, residential streets and the 208 acre Fairview Park open space. OE was responsible for preparing the construction documents including landscaping and irrigation plans. The project provided a landscaped median island through the residential segment south of Adams Avenue, through Fairview Park and by Estancia High School. The raised median layout incorporated enhanced turn pockets to handle increased queue volumes along with a special drainage system in the super elevated area to capture rain runoff and then move it underground within the median to be controlled and utilized as supplemental irrigation. A subterranean irrigation system will also eliminate overspray and wet pavement along this curving, hilly roadway. Two distinct landscape palettes (Native and Mediterranean) were chosen to compliment the surrounding area by providing a colorful aspect to the residential and high school segments with a corresponding natural aspect to stay with the theme of the park segment. To facilitate the county maintenance vehicles, who traverse the roadway to access the flood control channel ramps, the design provides a mountable center median section. To illustrate both the new raised median layout and the landscape palettes, OE prepared color photo renderings which were used at community outreach meetings. The scope of work also included conducting community outreach meetings, coordinating with Orange County Flood Control District, Mesa Water District and Caltrans. OE prepared the Caltrans documents; Preliminary Environmental Statement (PES), ROW Certification and Request for Authorization to initiate construction and provide project funding.

SECTION 4

WORK PLAN

The Resume of our proposed Project Manager can be found on pages 14 & 15. The resume of our QA/QC Manager and project engineers is included in Appendix A.





RESUMES



MAJDI ATAYA PE

QA/QC MANAGER

Majdi Ataya is the President and founder of Onward Engineering, and the Principal-In-Charge for Onward Engineering. Majdi Ataya PE, Former Deputy Director of Public Works/City Engineer for the City of La Habra, is a seasoned engineer with over thirty-six (36) years of solid and diversified experience in the public works sector. He is extremely familiar with the process of project management and design. He is a highly effective communicator and manager with an outstanding assimilation ability. Majdi is able to adapt and relate to all levels of management, and retain high energy levels and enthusiasm for the project at hand. Majdi understands the importance of excellent communication with public agencies and will be a dependable extension of your staff.

TORRANCE

PCH AT VISTA MONTANA/ANZA AVE. INTERSECTION IMPROVEMENT

Majdi was the QA/QC Manager for the City of Torrance on the Pacific Coast Highway (PCH) at Vista Montana/Anza Avenue Intersection Improvement Project. The proposed project limits include the high-profile intersection of PCH and Vista Montana/Anza Avenue and the immediately adjacent north/south and east/west areas (500 feet in each direction). The City of Lomita is east of the project area, Redondo Beach is north of the intersection, Palos Verdes Peninsula sits to the south, and the Pacific Ocean to the west. Multi-agency coordination was essential to ensuring success on the project. Commercial businesses and multi-family developments can be found throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by eliminating the split phase signal operation and converting to an eight-phase operating signal. With the eight-phase operation, PCH (east/west) movements will remain the same. Southbound Anza will have 5 travel lanes; dual left turn lanes, dual through lanes and a dedicated right-turn

lane. Northbound Vista Montana will have 4 travel lanes; dual left turn lanes, one through lane and through/right turn lane.

MANHATTAN BEACH

PCH AT VISTA MONTANA/ANZA AVE. INTERSECTION IMPROVEMENT

Majdi was the QA/QC Manager to the City of Manhattan Beach on the Manhattan Beach Boulevard and Sepulveda Boulevard Widening project. The proposed project limits include the intersection of Manhattan Beach Boulevard and Sepulveda Boulevard to accommodate dual left turn lanes in the northbound to westbound, eastbound to southbound, and westbound to northbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west. Commercial businesses can be found throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

REDONDO BEACH

INGLEWOOD AVE. AT MANHATTAN BEACH BLVD. WIDENING

Majdi was the Principal-In-Charge for the Inglewood Avenue at Manhattan Beach Boulevard Southbound Right-Hand Turn Lane Improvements Project. In addition to design engineering services, OE has assembled a team that can complete environmental analyses, environmental, and right-of-way appraisal and acquisition services. The proposed project limits included the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, consisted of one left turn lane, two through lanes, and a right turn lane which operate at





LOS E in the AM and LOS F in the PM. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding a dedicated right-turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.

IRVINE

ALTON PARKWAY LEFT-TURN LANE

Majdi was the Principal-in-Charge & QA/QC Manager on the project for the City of Irvine on this project to add a left-turn lane on Alton Parkway into the south entrance of the Irvine Civic Center. The project limits were on Alton Parkway between Harvard Avenue and Murphy Avenue. The roadway previously had a median on Alton Parkway from Harvard Avenue, stopping just shy of Murphy Avenue. The median was mixed landscape and hardscape (hardscaping across the bridge), with access points for Orange County Flood Control District north and south of the San Diego Creek overpass. The project called for removing the hardscaped median on the existing bridge deck and designing a different hardscape median to accommodate a left turn lane into Irvine Civic Center. The left turn lane was 220 feet in length with a 90 foot taper. The scope of work also entailed constructing new curbs, asphalt patching, and irrigation/landscaping modifications including replacing new roadway signs, legends and striping. OE also evaluated and addressed drainage issues created by the proposed left turn lane. The construction contract was in the amount of \$223,831.46. Work was completed in January 2015, 10 days ahead of schedule, and with no change orders during construction.

SOUTH GATE

ATLANTIC AVE./FIRESTONE BLVD. INTERSECTION WIDENING PROJECT

Majdi was the Principal-in-Charge on this Intersection Widening project for the City of South Gate. The project limits were on two arterial streets: Atlantic Avenue from Firestone Boulevard to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF).

The project involved the widening/realignment of the intersection to increase the number of thru, left turn lanes, the length of turn pockets, and right turn lanes. In addition to the widening, the scope entailed a concrete approach to the intersection; concrete intersection; grind and ARHM overlay; four legs of the intersection; 50,000 SF of sidewalk, 1,850 LF of curb and gutter, 2,100 LF of DIP waterline and 2,840 LF of recycled waterline, and 4,656 LF of median island curb with decorative landscaping and a city monument sign. This project was funded with Measure R, MTA and other state funding sources, and required the preparation of an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with Caltrans' LAPM.

COSTA MESA

HARBOR BLVD. & GISLER AVENUE INTERSECTION WIDENING PROJECT

Majdi was the Principal-in-Charge for the City of Costa Mesa. Due to the proximity of the intersection to the I-405 Harbor on-ramp, there were extremely high turn movements both eastbound on Gisler Avenue turning left onto Harbor Boulevard as well as southbound on Harbor. As a result, this created heavy congestion during peak traffic hours. To alleviate the congestion, phase I of the project included only eastbound improvements; converting the optional eastbound through-right lane to an optional through-left lane, and adding an eastbound right-turn lane. Phase II entailed a conceptual feasibility study and right-of-way acquisition requirements for both north and southbound improvements, including the addition of a southbound right-turn lane, and the extension of the northbound optional through-right lane. The scope of work also included installing an overhead freeway sign, which required working with SoCal Gas to relocate a gas line in conflict with footings for the overhead sign. A detailed field analysis, specifications, and plans were provided, including measurements and exhibits, in conformance with MUTCD, Caltrans, and City standards. Additionally, coordination with SAF-r-DIG and utility companies was essential to perform potholing and identify utility obstructions.





ANDY BUI

PROJECT ENGINEER

Andy has developed 21 years of experience in Civil Engineering design, development, preparation and coordination for roadway and sewer, water, rough and precise grading and storm drain improvement plans, hydrology studies, and storm water data reports. He has a working knowledge in serving the Public Works sector in traffic and transportation Capital Improvement Projects (CIP), and the private sector working on civil-site and mixed-use development projects. His experience further extends to public and private roadway, highway and freeway interchange infrastructure design, transportation and traffic operations management engineering, and in meeting compliance with Caltrans, Private and Local Agencies Standards and Specifications (LAPM). He has performed engineering construction support services for CIP project design, worked in traffic modifications, and executed utility coordination design with CPUC. He is also well versed in the planning and processing of Plans, Specifications and Estimates (PS&E) along with design and-build construction plans delivery, and he is proficient with the design standards and requirements for Local Public Works, Caltrans, Metro, and State Agencies. Andy also holds an expansive skill set in Civil Engineering Software Design Infrastructure, Architecture and Structure plans, AutoCAD and Civil 3D software.

LONG BEACH

SPRING ST. AT BELLFLOWER & SPRING ST. AT LAKEWOOD-INTERSECTION IMPROVEMENT

Andy provided the City of Long Beach Project Engineering services. The first project is along Spring Street at Bellflower Boulevard and the other is along Spring Street at Lakewood Boulevard. The goal of the project was to implement congestion management and reduction strategies at these intersections to improve capacity and movement for future volumes. The project will include design of raised medians, traffic signal modifications, turn pocket extensions, utility relocation and utility adjustments. The existing conditions at the intersection of Spring Street

and Bellflower Boulevard include a single left turn lane in each direction, three through lanes in each direction, and dedicated right turn pockets for all intersection legs except for the west leg. The intent at this intersection was to extend the left turn pockets for the north, east and south legs. The project will also extend the southbound right turn pocket. The existing conditions at the intersection of Spring Street and Lakewood Boulevard include Dual left turn pockets in all directions, three through lanes in all directions and dual right turn lanes from southbound Lakewood Boulevard to westbound Spring Street. The future capacity requires an increase in pocket lengths for the left turn pockets in each direction on Spring Street along with an increased length of the dual right turn pockets on SB Lakewood Boulevard.

CERRITOS

DEL AMO BOULEVARD PROJECT

Andy provided Project and Construction Management on the Del Amo Boulevard Project, with a major arterial oriented east/west and is used as a thoroughfare to adjacent cities. The project limits consist of a total of approximately 2,900 linear feet (approximately 0.55 miles) of Del Amo Boulevard between Pioneer Boulevard and Norwalk Boulevard. The project is limited to the north half of the street as the south half is under the City of Lakewood's jurisdiction. The project requirements included rehabilitation of pavement, concrete removal and replacement of damaged curb, gutter and sidewalks, identifying and addressing storm water drainage concerns, retrofitting or reconstructing curb access ramps and driveways with the latest ADA standards, and updating signing, striping and traffic loops. Overgrown trees are present throughout the project limits and were significantly impacting roadway, sidewalk, and gutter conditions. Close collaboration with the selected landscape architect was necessary to ensure all issues regarding tree root infiltration are addressed to accommodate both the civil and landscape designs and to ensure that the City receives a cohesive package of civil, landscape, and irrigation plans. The plans also included Low Impact Development (LID) Improvements to divert urban run-off from the storm drain system.





MANHATTAN BEACH

MANHATTAN BEACH BLVD. AT SEPULVEDA WIDENING

Andy provided Project Engineering services to the City of Manhattan Beach. The proposed project limits include the intersection of Manhattan Beach Boulevard to accommodate dual left turn lanes in the northbound to westbound, eastbound to southbound, and westbound to northbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west. Commercial businesses can be found throughout the project limits. The purpose of the project is to increase the operational capabilities of the intersection. This will be accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

This included a retaining wall plan for the Pacific Homes-Lennar and Lyon Homes developer, a project which involved local, City, and State Caltrans oversight.

REDONDO BEACH

INGLEWOOD AVE. AT MANHATTAN BEACH BLVD. WIDENING

Andy is providing full Project Engineering services for this City of Redondo Beach project. In addition to Project Engineering services, OE has assembled a team that can complete environmental analyses, environmental, and right-of-way appraisal and acquisition services. The proposed project limits include the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, currently consist of one left turn lane, two through lanes, and a right turn lane which operate at LOS E in the AM and LOS F in the PM. The purpose of the project is to increase the operational capabilities of the intersection. This is accomplished by adding a dedicated right-turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.

WOODLAND HILLS

LADERA RANCH/LEGACY RESIDENTIAL PLANNING & DEVELOPMENT

Andy was a Project Engineer representative for the projects that involved community and resort homes that required single and custom master plans. Similar work was required for The Legacy Residential Precise Grading Project and the Marine Corps Base Project at Columbus Square in the City of Tustin, and the Land Development Residential Design-tracts 17089, 17090 and 17599 in the City of Victorville. His duties involved the development of plans, design criteria, and process grading design, and street site development. Andy performed technical engineering reviews of shop drawing for the contractor, and he coordinated meetings with district stakeholders and utility companies. His responsibilities involved design plans for residential streets, storm drain, sewer, water and reclaimed water. Additionally, Andy calculated and prepared parcel and tract maps, plan details, layout, profiles and improvements. Similar work was performed toward sound wall developments.

IRVINE, LAKE FOREST, PALM DESERT, MORENO VALLEY, ETC.

RESIDENTIAL, COMMERCIAL & RETAIL LAND DEVELOPMENT DESIGN & PS&E PROJECTS

As a Senior Project and Project Engineer, Andy performed design services for a variety of land development projects. His responsibilities included street, sewer, water and storm drain improvements plans, as well as rough and precise grading plans and preparing PS&E. Andy's tasks included Tram Station (LRT) civil site design (Depot Layout), QA/ QC and constructability plans review integration with roadway improvements, grading for ADA compliance, drainage and associated landscaping urban infrastructure design for a planned project in LA. Andy also performed feasible studies and developed the design plans and preparations for tentative maps, improvement plans on street grading and drainage, site development, sewer and water, for the Cities of Irvine, Lake Forest, Palm Desert, Palm Springs, Coachella Valley, Beaumont, Moreno Valley, and the Counties of Riverside and San Bernardino.





DAYTON LOWE

PROJECT ENGINEER

Dayton performs and coordinates designs on arterial roadways, utility coordination for major relocations on high profile projects and assistance in coordination efforts on multiple projects. He possesses an ability to produce drawings, layouts, sketches, maps, and graphic representations of engineering designs. He also has extensive knowledge of AutoCAD, Autodesk Civil 3D, Eagle Pointe Civil package and others. Dayton provides support during the overall engineering and design effort, including the preparation of design drawings and calculations. He is experienced in developing residential, commercial, and industrial conceptual site plans from the preliminary phase to final construction documents; knowledgeable in the design of gravity sanitary sewer systems; skilled in the design of sanitary sewer pump stations and force main systems; accomplished in the design of water mains for residential, commercial and industrial projects; practiced in the design of drainage systems; talented in preparing drainage calculations for effective and efficient drainage systems; and familiar in the design of grading plans for storm water drainage and ADA compliance. Dayton is also extremely proficient in preparing and submitting packages to governmental agencies to obtain required permits for construction and in the design of roadway layouts including intersections, roundabouts, turn-lanes and travel lanes.

TORRANCE

PCH AT VISTA MONTANA/ANZA AVE. INTERSECTION IMPROVEMENT

Dayton provided Project Engineering to the City of Torrance on the Pacific Coast Highway (PCH) at Vista Montana/Anza Avenue Intersection Improvement Project. The project limits included the high-profile intersection of PCH and Vista Montana/Anza Avenue and the immediately adjacent north/south and east/west areas (500 feet in each direction). The City of Lomita is east of the project area, Redondo Beach is north of the intersection, Palos Verdes Peninsula sits to the south, and the Pacific Ocean to

the west. Multi-agency coordination was essential to ensuring success on the project, and commercial businesses and multi-family developments were located throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection, accomplished by eliminating the split-phase signal operation and converting to an eight-phase operating signal. With the eight-phase operation, PCH (east/west) movements remain the same, and Southbound Anza now has five travel lanes, dual left-turn lanes, dual through-lanes, and a dedicated right-turn lane. Northbound Vista Montana now has four travel lanes, dual left-turn lanes, one through lane, and one through/right-turn lane.

LONG BEACH

SPRING ST. AT BELLFLOWER & SPRING ST. AT LAKEWOOD-INTERSECTION IMPROVEMENTS

Dayton provided the City of Long Beach Project Engineering services. The first project is along Spring Street at Bellflower Boulevard and the other is along Spring Street at Lakewood Boulevard. The goal of the project was to implement congestion management and reduction strategies at these intersections to improve capacity and movement for future volumes. The project will include design of raised medians, traffic signal modifications, turn pocket extensions, utility relocation and utility adjustments. The existing conditions at the intersection of Spring Street and Bellflower Boulevard include a single left turn lane in each direction, three through lanes in each direction, and dedicated right turn pockets for all intersection legs except for the west leg. The intent at this intersection was to extend the left turn pockets for the north, east and south legs. The project will also extend the southbound right turn pocket. The existing conditions at the intersection of Spring Street and Lakewood Boulevard include Dual left turn pockets in all directions, three through lanes in all directions and dual right turn lanes from southbound Lakewood Boulevard to westbound Spring Street. The future capacity requires an increase in pocket lengths for the left turn pockets in each direction on Spring Street along with an increased length of the dual right turn pockets on SB Lakewood Boulevard.





COSTA MESA

17TH ST. WIDENING PROJECT

Dayton provided full Project Engineering services to the City of Costa Mesa for the West 17th Street Widening from Placentia Avenue to Superior Avenue. 17th Street is a primary arterial. The standard roadway width for a primary arterial is a 106' right of way. The existing configuration was a 2-lane divided highway with center two-way left turn lane. The existing land uses were mostly commercial properties with a new mixed-use development at the southeast corner of 17th Street and Pomona Avenue. There were 16 properties along West 17th Street within the limits of this widening. The properties along West 17th Street had varying R/W frontages. This meant that widening will affect each property differently. The design intent for this widening is to meet the classification of four-lane Primary Arterial as described in the OCTA Master Plan of Arterial Highways (MPAH). This includes 2-lanes in each direction with a median.

COMMERCE

WASHINGTON BLVD. ROADWAY WIDENING-PS&E

Dayton was the Project Engineer on this project in the City of Commerce which involved widening the Washington Boulevard roadway approximately 3 miles from the City limits to the I-5 Freeway to the ultimate roadway width of 80 feet to provide a third travel lane in each direction. In addition, civil design services were provided for all utility coordination, relocations, modifications and adjustments. The project involved extensive utility facilities modifications, including a 12-inch water main relocation, 2- and 4-inch low pressure gas main relocations, transmission and distribution power pole relocations, telephone facility relocations and adjustments of meters, pull boxes, and manholes. The project required coordinating with Southern California Edison, AT&T, California Water Company, Gas Company and Los Angeles County in preparation for creating the Utility Disposition Plans.

SAN DIMAS

FOOTHILL BLVD. BRIDGE WIDENING & WATER MAIN MODIFICATIONS

Dayton was the Project Engineer on this project which involved the 10 foot widening of the Foothill Boulevard Bridge at the San Dimas Wash to match the approaching roadway width. The project involved modification to the existing 12-inch water main to coincide with the Foothill Boulevard widening and modification to the San Dimas Wash culvert. The existing water main was realigned and designed to pass through the existing San Dimas Wash box culvert to connect along Foothill Boulevard from Longhorn Court to Walnut Avenue approximately 500 feet. The project duties included the design of the water main modifications complying with the Golden State Water Company design standards using AutoCAD Civil 3D 2013.

CHINO HILLS

LOS SERRANOS WIDENING (MULTIPLE)

Dayton was a Project Engineer on this project. The work entailed providing full design engineering services for the Los Serranos Infrastructure - ATP Project. The proposed project limits included the widening of ten rural residential streets in the Los Serranos area of Chino Hills. The project limits are located just west of the 71 freeway towards the east end of the City of Chino Hills. The project locations are surrounded by single family residential homes. The project is funded through the Active Transportation Program Project. Currently the Los Serranos area is very rural. The project limits include very minimal curb, gutter, and sidewalk. The ATP grant provided funding for curb, gutter, and sidewalk on one side of each of the ten streets. The design included widening one side of the street on ten street segments within the City of Chino Hills.





STEVE MACBRIDE

PROJECT ENGINEER

Steven MacBride has garnered 25 years of experience in Design Engineering and as a Project Engineer for OE, he is responsible for performing and coordinating detailed designs on arterial roadways, utility coordination for major relocations on high profile projects and assisting in coordination efforts on multiple projects. In Addition, Steven has an extensive knowledge of AutoCAD, and is certified in Civil 3D.

INDIO

DR. CARREON BOULEVARD AND JACKSON AVENUE INTERSECTION

Steven provided design engineering services to the City of Indio at the Intersection of Dr. Carreon Boulevard and Jackson Avenue. The scope of work included the reconstruction of pavement and cross-gutters, as well as improvements to the intersection to ease drivability through it. The project lowered the roadway profile at the intersection to allow cars to travel through it at a normal speed. OE analyzed the existing drainage to ensure that the new design would allow for adequate drainage across the intersection. The improvements included new ADA-compliant curb ramps, curb and gutter construction, pavement reconstruction, signing, and striping.

MANHATTAN BEACH

MANHATTAN BEACH BLVD. AT SEPULVEDA WIDENING

Steven provided design engineering services to the City of Manhattan Beach on the Manhattan Beach Boulevard and Sepulveda Boulevard Widening project. The proposed project limits include the intersection of Manhattan Beach Boulevard and Sepulveda Boulevard in order to accommodate dual left turn lanes in the northbound to westbound, eastbound to southbound, and westbound to northbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west.

Commercial businesses can be found throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

REDONDO BEACH

INGLEWOOD AVE. AT MANHATTAN BEACH BLVD. WIDENING

Steven provided full design engineering services for the Inglewood Avenue at Manhattan Beach Boulevard Southbound Right-Hand Turn Lane Improvements Project. In addition to design engineering services, OE has assembled a team that can complete environmental analyses, environmental, and right-of-way appraisal and acquisition services. The proposed project limits included the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, consisted of one left turn lane, two through lanes, and a right turn lane which operate at LOS E in the AM and LOS F in the PM. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding a dedicated right-turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.

LONG BEACH

17TH ST. STREET WIDENING PROJECT

Steven provided the City of Long Beach design engineering services for two intersection widening projects along Spring Street. The first project is along Spring Street at Bellflower Boulevard and the other is along Spring Street at Lakewood Boulevard. The goal of the project was to implement congestion management and reduction strategies at these intersections to improve capacity and movement for future volumes. The project will included design of





raised medians, traffic signal modifications, turn pocket extensions, utility relocation and utility adjustments. The existing conditions at the intersection of Spring Street and Bellflower Boulevard include a single left turn lane in each direction, three through lanes in each direction, and dedicated right turn pockets for all intersection legs except for the west leg. The intent at this intersection was to extend the left turn pockets for the north, east and south legs. The project will also extend the southbound right turn pocket. The existing conditions at the intersection of Spring Street and Lakewood Boulevard include Dual left turn pockets in all directions, three through lanes in all directions and dual right turn lanes from southbound Lakewood Boulevard to westbound Spring Street. The future capacity requires an increase in pocket lengths for the left turn pockets in each direction on Spring Street along with an increased length of the dual right turn pockets on southbound Lakewood Boulevard.

BELLFLOWER

VIRGINIA AVENUE WIDENING

Steven provided design engineering services to the City of Bellflower to double the width of Virginia Avenue at 15929 Virginia. The property jettied out into the road, as a result obstructing 20 feet of the 40-foot-wide roadway. OE assisted the City with obtaining the necessary right-of-way and realigning the existing crown of the road to ensure proper drainage. The project included installing curb, gutter, and sidewalk where none previously existed. Furthermore, a utility coordination was performed to coordinate the relocation of utility lines for this project.

COSTA MESA

17TH ST. STREET WIDENING PROJECT

Steven provided full-service design engineering services to the City of Costa Mesa for the West 17th Street Widening from Placentia Avenue to Superior Avenue. 17th Street is a primary arterial. The standard roadway width for a primary arterial is a 106' right of way. The existing configuration was a 2-lane divided highway with center two-

way left turn lane. The existing land uses were mostly commercial properties with a new mixed-use development at the southeast corner of 17th Street and Pomona Avenue. There were 16 properties along West 17th Street within the limits of this widening. The properties along West 17th Street had varying R/W frontages. This meant that widening will affect each property differently. The design intent for this widening is to meet the classification of four-lane Primary Arterial as described in the OCTA Master Plan of Arterial Highways (MPAH). This includes 2-lanes in each direction with a median.

CHINO HILLS

LOS SERRANOS WIDENING (MULTIPLE)

Steven provided full design engineering services for the Los Serranos Infrastructure - ATP Project. The proposed project limits included the widening of ten rural residential streets in the Los Serranos area of Chino Hills. The project limits are located just west of the 71-freeway towards the east end of the City of Chino Hills. The project locations are surrounded by single family residential homes. The project is funded through the Active Transportation Program Project. Currently the Los Serranos area is very rural. The project limits include very minimal curb, gutter, and sidewalk. The ATP grant proposed provided funding for curb, gutter, and sidewalk on one side of each of the ten streets. The design included widening one side of the street on ten street segments within the City of Chino Hills.





RYAN DENNIS

PROJECT ENGINEER

As a Project Engineer for OE, Ryan leads the design team by performing and coordinating detailed designs on public works projects. Ryan has over 11 years of experience. He received his degree in Civil & Environmental Engineering from the University of Calgary and is a Registered Civil Engineer in Alberta, Canada. He possesses an ability to produce drawings, layouts, sketches, maps, and graphic representations of engineering designs. He also has extensive knowledge of AutoCAD Civil 3D. Ryan provides support during the overall engineering and design effort.

LONG BEACH

SPRING ST. AT BELLFLOWER & LAKEWOOD - INTERSECTION IMPROVEMENTS

Ryan was a Project Engineer to the City of Long Beach for two intersection widening projects along Spring Street. The first project is along Spring Street at Bellflower Boulevard and the other is along Spring Street at Lakewood Boulevard. The goal of the project was to implement congestion management and reduction strategies at these intersections to improve capacity and movement for future volumes. The project will include design of raised medians, traffic signal modifications, turn pocket extensions, utility relocation and utility adjustments. The existing conditions at the intersection of Spring Street and Bellflower Boulevard include a single left turn lane in each direction, three through lanes in each direction, and dedicated right turn pockets for all intersection legs except for the west leg. The intent at this intersection was to extend the left turn pockets for the north, east and south legs. The project will also extend the southbound right turn pocket. The existing conditions at the intersection of Spring Street and Lakewood Boulevard include Dual left turn pockets in all directions, three through lanes in all directions and dual right turn lanes from southbound Lakewood Boulevard to westbound Spring Street. The future capacity requires an

increase in pocket lengths for the left turn pocket in each direction on Spring Street along with an increased length of the dual right turn pockets on southbound Lakewood Boulevard.

IRVINE

YALE AVE. REHABILITATION (DEERFIELD TO I-5)

Ryan acted as a Project Engineer for the City of Irvine for the Yale Avenue Rehabilitation Project. Yale Avenue serves as a major arterial for the City of Irvine and varies between a 2-lane arterial with bike lanes to a 4-lane arterial with bike lanes and raised medians. Because of the project's proximity to Caltrans right-of-way, traffic control through the I-5 bridge overcrossing required obtaining a Caltrans Encroachment Permit. Using a geotechnical report that identified 12 pavement borings, OE identified the best option to restore the roadway's Pavement Condition Index (PCI) back to 100: dividing the proposed structural section into two segments. The first segment used a 2-inch mill and a 2-inch Rubberized Hot Mix Asphalt Type G (RHMA-G) overlay with full depth structural sections where the street was severely deteriorated. The second segment used a 6-inch mill and placement of 2.5 inches of RHMA-G over 4 inches of Hot Mix Asphalt (HMA) in the street with a 2- to 2½-inch transitional grind at the bike lanes. This project also corrected ADA deficiencies for sidewalk ramps.

MANHATTAN BEACH

MANHATTAN BEACH BLVD. AT SEPULVEDA WIDENING

Ryan provide d design engineering services to the City of Manhattan Beach on the Manhattan Beach Boulevard and Sepulveda Boulevard Widening project. The proposed project limits include the intersection of Manhattan Beach Boulevard and Sepulveda Boulevard to accommodate dual left turn lanes in the northbound to westbound, eastbound to southbound, and westbound to northbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west. Commercial businesses can be found throughout the project limits. The purpose of the project was to increase the operational capabilities





of the intersection. This was accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

REDONDO BEACH

INGLEWOOD AVE. AT MANHATTAN BEACH BLVD. WIDENING

Ryan provided full design engineering services for the Inglewood Avenue at Manhattan Beach Boulevard Southbound Right-Hand Turn Lane Improvements Project. OE has assembled a team that can complete environmental analyses, environmental, and right-of-way appraisal and acquisition services. The proposed project limits included the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, consisted of one left turn lane, two through lanes, and a right turn lane which operate at LOS E in the AM and LOS F in the PM. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding a dedicated right-turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.

CHINO HILLS

LOS SERRANOS WIDENING (MULTIPLE)

Ryan acted as a Project Engineer for the City of Chino Hills for the Los Serranos Infrastructure - ATP Project. The proposed project limits included the widening of 10 rural residential streets in the Los Serranos area of Chino Hills. The project limits are located just west of the 71 freeway towards the east end of the City of Chino Hills. The project locations are surrounded by single family residential homes. The project is funded through the Active Transportation Program Project. At the time of the project, the Los Serranos area was very rural. The project limits included very minimal curb, gutter, and

sidewalk, and the ATP grant provided funding for curb, gutter, and sidewalk on one side of each of the 10 streets. The design included widening one side of the street on 10 street segments within the City of Chino Hills.

COSTA MESA

WEST 17TH ST. WIDENING PROJECT

Ryan acted as Project Engineer for the West 17th Street Widening from Placentia to Superior Avenue. West 17th Street is a primary arterial two-lane divided highway, and several several types of utilities fell within the project limits. This required OE to coordinate with Southern California Edison and water, storm drain, and overhead power and telecommunication companies, many of whose facilities fell within the parkway width, requiring relocation. There were also 16 properties along West 17th Street within the limits of this widening, with varying right-of-way frontages, so widening affected each property differently.

LA HABRA

HACIENDA DR. WATER MAIN RECONSTRUCTION

Ryan provided design engineering services for the City of La Habra for this 800-foot-long, 8-inch water main. The scope of work included realigning the new water main to keep the existing water main in service. The proposed water main was upgraded from an old, corroded 6-inch ductile iron to an 8-inch HDPE pipe. OE designed the layout for the new water main, valve locations, and tie-ins to best keep the existing water main in operation for the residents it services. OE also designed the reconstruction of the existing pavement surface. This project was an emergency repair project, and OE met the City's expedited schedule to complete the project before additional issues arose.



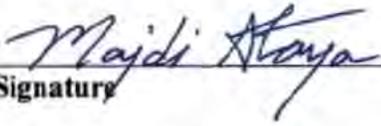
APPENDIX B

ATTACHMENTS

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **ENGINEERING SERVICES NEWPORT BLVD WIDENING IMPROVEMENTS PROJECT** at any time after **January 24, 2019**.



Signature

Date: 2/15/2019

Majdi Ataya

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **January 24, 2019** with a City Councilmember concerning **ENGINEERING SERVICES NEWPORT BLVD WIDENING IMPROVEMENTS PROJECT**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Onward Engineering

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: n/a

Business Address: 300 South Harbor Boulevard, Suite 814, Anaheim, CA. 92805

Website Address: http://www.oe-eng.com

Telephone Number: 714-533-3050 Facsimile Number: (714) 948-8978

Email Address: mataya@oe-eng.com

Length of time the firm has been in business: 15 years Length of time at current location: 13 years

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No If yes, State of Incorporation: California

Federal Taxpayer ID Number:

80-0101723

Regular business hours: Monday-Thursday, 7:30am - 5:30pm, & Friday, 8am - 12pm

Regular holidays and hours when business is closed: New Years Day - January 1, Washington's Day - Third Monday of May, Independence Day - July 4, Labor Day - First Monday of September, Thanksgiving Day - Fourth Thursday & Following Friday of November, Christmas Day - December 25

Contact person in reference to this solicitation:

Majdi Ataya

Telephone Number: (714) 533-3050 Facsimile Number: (714) 948-8978

Email Address: muataya@oe-eng.com

Contact person for accounts payable:

Ahmad Ataya

Telephone Number: (714) 533-3050 Facsimile Number: (714) 948-8978

Email Address: aataya@oe-eng.com

Name of Project Manager: Justin Smeets

Telephone Number: (714) 533-3050 Facsimile Number: (714) 948-8978

Email Address: jsmeets@oe-eng.com

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

EXHIBIT C
FEE SCHEDULE

	2	3		
ible Data		20	24	\$2,
ation		4	32	
				\$10,
	2	8	24	
Descriptions and Exhibits, Record of Survey	2	4	2	\$35,
monument Preservation	2	4	2	\$11,
Monument Preservation	2	4	2	\$11,
	10	51	94	\$71,

& COMMUNITY OUTREACH PHASE

		8	48	
cepts	8	40	80	\$7,
- Constraints Analysis, CEQA/NEPA Categorical Exclusion, PES, Cultural Resources Report	2	4	2	\$41,
ic Meetings	25	45	25	\$2,
	35	97	155	\$51,

MEETING

	2	40	20	\$23
<i>Total</i>	2	40	20	\$23

S & ESTIMATES

	2	4		\$8,
	5	60	40	\$5,
Plans	2	8	4	\$35,
ans	2	4	4	\$17,
	20	80	220	\$24,
	16	60	180	\$7,
	8	48	120	\$3,
<i>imates Total</i>	55	264	568	\$102

AL STUDIES

- IS/MND, CEQA Technical Studies		12		\$36
----------------------------------	--	----	--	------

2 days
 2 days
 15 days
 114 days
 5 days
 29 days
 109 days
 0 days
 20 days
 126 days
 126 days
 15 days
 203 days
 1 day
 20 days
 40 days
 1 day
 0 days
 20 days
 40 days
 10 days
 0 days
 40 days
 5 days
 23 days
 23 days
 1 day
 0 days
 30 days

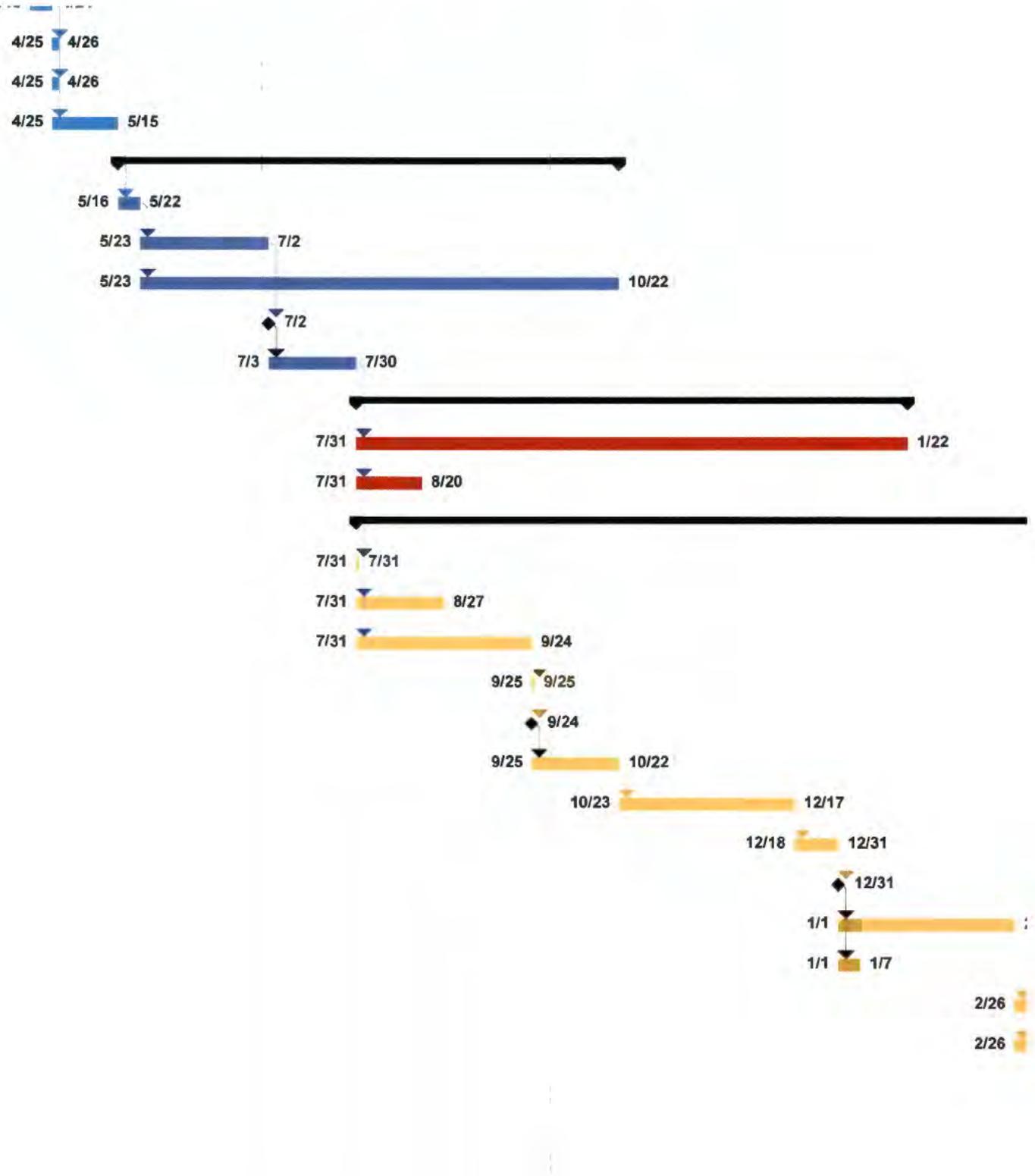


EXHIBIT E
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Solomon & Solomon Insurance Brokers 24411 Ridge Route Dr Ste 135 Laguna Hills, CA 92653	CONTACT NAME: Stephanie Fader PHONE (A/C, No, Ext): (949) 583-0300 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Insurance Co.</td> <td>22357</td> </tr> <tr> <td>INSURER B : Berkshire Hathaway Homestate</td> <td>34630</td> </tr> <tr> <td>INSURER C : Ironshore Specialty Ins Co</td> <td>25445</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Co.	22357	INSURER B : Berkshire Hathaway Homestate	34630	INSURER C : Ironshore Specialty Ins Co	25445	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Ironshore Specialty Ins Co	25445													
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Onward Engineering 300 S. Harbor Blvd. Ste. #814 Anaheim, CA 92805														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	72 SBA AP8632	8/7/2018	8/7/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp \$500 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coil \$500			72 UEC ZN1275	8/7/2018	8/7/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			72 SBA AP8632	8/7/2018	8/7/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	ONWC904983	8/7/2018	8/7/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab			AEXNYABN7HI001	8/7/2018	8/7/2019	Ea Claim	2,000,000
C	Deductible \$10,000			AEXNYABN7HI001	8/7/2018	8/7/2019	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability Retro Date: for \$2,000,000 1/26/2017: Retro Date: for \$1,000,000 7/24/2004
 RE: Design Engineering - Newport Blvd. Widening Project
 The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as additional insured with primary non-contributory wording applies per the Business Liability Form SS0008, pages(10-17). Auto additional insured per Commercial Broad form endorsement HA99180312 attached to the policy. Workers Comp waiver of subrogation applies per WC990410B form.
 Policy provides 30 day's notice of cancellation for other than non-payment of premium.

CERTIFICATE HOLDER City of Costa Mesa Jennifer Rosales, P.E., PTOE, Transportation Services Manager 77 Fair Dr. Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stephanie Fader</i>
--	--

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

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.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	
Job Description	Waiver Premium	
All CA Operations	350.00	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/07/2018	Policy No. ONWC904983	Endorsement No.
Insured		Premium \$
Insurance Company Oak River Insurance Company		

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3, above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured – Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

EXHIBIT F

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

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

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;

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- 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.