

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

David Evans and Associates, Inc.

Construction Documents for Main Street Improvements

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 12/10/2024, by and between the City of Lake Elsinore, a municipal corporation ("City), and David Evans and Associates, Inc, a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 2/28/2023, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Consultant in an amount of One Hundred Eighty-Two Thousand Two Hundred Thirty-Three dollars (\$182,233.00).

C. The Original Agreement had a term until the services and related work are completed in accordance with the Consultant's Proposal.

D. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant's 11/14/2024 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed five hundred and one thousand three hundred and thirty-three dollars (\$501,333.00) without additional written authorization from the City Council.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

David Evans and Associates, Inc.

DocuSigned by:
Jason Simpson
1F551F05E0FE412...
City Manager

Date: 12/20/2024 | 10:53 AM PST

Signed by:
Kim S. Rhodes
EBBDC0B5220D45B...
Kim S. Rhodes, PLA 3867
Vice President

Date: 12/18/2024 | 12:42 PM PST

ATTEST:

DocuSigned by:
CAJ
2941B149740C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5000D999CAF40C...
City Attorney

Signed by:
Shannon Buckley
678FD35A4E4240E...
Assistant City Manager

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]



DAVID EVANS
AND ASSOCIATES INC.

November 14, 2024

Rick De Santiago
Public Works Manager
City of Lake Elsinore
Corporate Yard
521 North Langstaff St.
Lake Elsinore, CA 92530

SUBJECT: PREPARATION OF CONSTRUCTION DOCUMENTS FOR MAIN STREET IMPROVEMENTS IN THE CITY OF LAKE ELSINORE

Dear Rick,

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide you with a proposal for design services for streetscape improvements on Main Street. The limits of work are shown on the attached exhibit.

DEA has prepared conceptual plans for the proposed improvements and those plans will be used as a basis for the design of this project. The base sheets will be prepared using DEA survey data gathered as a part of the conceptual plan preparation, supplemented by City plans for the sidewalk ramp/conduit project and the Civic Center project.

Please note plans for the gateway structures are part of a separate proposal as that project will be packaged and bid separately from the remainder of the work as previously discussed with you.

DEA proposes the following scope of services and fees:

Task 1 - Field Investigation and Base Sheets

A site visit by two DEA team members (civil and landscape) along with City staff will be conducted to review the proposed improvements in the field. Constructability issues will also be evaluated during the site visit. The conceptual plan will be compared to field conditions with the intent of making any necessary adjustments to the base sheets prior to beginning preparation of construction documents. This is a critical step to minimize revisions to the construction document package. Base sheets, using the City's template, will be developed at 20 scale, and used for the preparation of project plans. Soil samples will be taken for testing during the site visit as required under MWEL0.

Deliverables – Base sheets

Meetings – One at site, two virtual

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City of Lake Elsinore
Main Street Improvements
Page 2

Task 2 - Geotechnical Investigation

Geotechnical field investigation and report including recommendations for streetlights, a gateway arch at Sumner Ave., monuments at Lakeshore Dr. (construction documents for the arch and monument are part of a separate construction document proposal) and sidewalks will be provided. See attachment for detailed scope description.

Deliverables - Geotechnical report containing investigation data and recommendations for design features.

Meetings – None.

Task 3 - Construction Documents

- Demolition Plans - These plans will indicate the limits of removal of existing features needed for construction of the proposed improvements. This would include, but not be limited to: sidewalks, site furnishings, streetlights, plant material and irrigation equipment. The demolition plans will also identify items to be protected in place and items to be removed that are to be turned over to the City.
- Civil Plans - Prepared by DEA. See attachment for detailed scope description.
- Electrical Plans - See attachment for detailed scope description.
- Planting Plans - Plans show the location of plant material and will include a plant legend indicating the botanical and common names, quantity, size, and remarks. Details will also be provided.
- Irrigation Plans - The plans will indicate the layout of the irrigation system, the point of connection, backflow prevention method, pressure regulation (as necessary), and equipment size and type in the irrigation legend. The design plans will be fully compliant with AB1881. Details will also be provided.
- Supplementary Specifications - City to prepare specifications for project, DEA to provide the following supplementary materials: 1) Bid item descriptions/quantities and, 2) Technical specification appendices for vendor provided items such as lighting, site furniture, etc.
- Estimate of probable construction costs - Project elements will be quantified and estimated to the greatest extent possible; when necessary, lump sum estimates will be used. This estimate will be revised throughout the project from the 60% submittal onward.

Deliverables - 20 scale plans submitted at 60%, 95% and 100%, one revision to 100% plans based on City comments, technical specifications, estimate of probable cost.

Meetings – Two in person meetings, seven virtual meetings

TOTAL FEE - \$318,100 (Including reimbursables \$319,100)

Assumptions

1. Existing water and electrical services will be used in their current locations and no new water or electrical service points of connection will be added to the project site as a part of this work.

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City of Lake Elsinore
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Page 3

2. Construction documents for this project will be designed to integrate with the approved Main Street improvement plans.
3. Existing survey data has been evaluated and at this time we believe no additional survey work will be required, and therefore, no survey work is included in the scope of this proposal.
4. Sleeves exist and can be re-used for this project at street crossings.

Exclusions

1. Technical specifications beyond what is noted in this proposal
2. Plans for Gateway structures (see separate proposal)
3. Outside agency plan submittal and revisions
4. Structural calculations for street lights (to be provided by vendor)
5. WQMP/SWPPP/SWPPP Permitting/Erosion control plans
6. LID Compliance
7. Bidding/construction support
8. As-built drawings

Reimbursable Items – \$1,000 (for budgetary purposes)

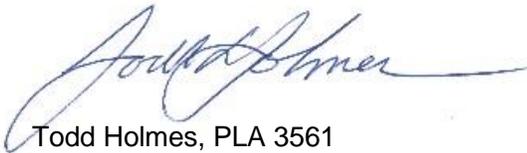
Items such as reproduction/ plotting services, mileage, and delivery costs (Federal Express, UPS, etc.) are considered reimbursable expenses and will be charged at actual cost plus 10%.

Any service requested that does not fall within the scope of services listed, or any duplication of work due to changes desired by the City of Lake Elsinore, will be performed on an “Extra Services” basis and negotiated accordingly.

Our DEA team is available to begin work immediately following the issuance of a notice to proceed. Should you have any questions or comments regarding this proposal, please feel free to contact me at (909) 561-7362. We would be happy to adjust the scope as needed to ensure we provide a level of service that is consistent with your needs.

Sincerely,

David Evans and Associates, Inc.



Todd Holmes, PLA 3561
Associate



Kim S. Rhodes, PLA 3867
Vice President

Attachments:

- A: Main Street Conceptual Plan
- B: Geotechnical Scope of Work
- C: Electrical Scope of Work
- D: Civil Engineering Scope of Work



ATTACHMENT C
2024 04 01 DEA Proposal - Main
Street Construction Documents

Date: March 1, 2024

Company: David Evans and Associates, Inc.
4141 E. Inland Empire Blvd, Suite 250
Ontario, CA 91764

Attention: **Todd Holmes**

Subject: **Lake Elsinore Main Street Lighting**
Our Proposal #P-2416728

PROJECT SCOPE

Provide Construction document design and specifications for Lake Elsinore Main Street Lighting located in Lake Elsinore, CA. Scope is to provide new street and pedestrian lighting along Main Street which will include bollards. Existing services will be reused when possible and new designed when required. Street lighting will be done to City standards. Location of underground utilities will be assumed to be as shown on City Street Improvement plans.

PROJECT ASSUMPTIONS

- 1) Proposal based on drawings/SOW/RFP dated 02/06/24
- 2) Design Phases: 50%CD, 100%CD
- 3) The following existing systems and equipment will be reused:
 - a) Electrical service when available
- 4) Dry utility coordination will be handled by:
 - a) Power: Design West Engineering
- 5) Code cycle: 2022
- 6) Construction and Bid support is not included, shown as optional

SERVICES INCLUDED

- 1) (1) Pre-design site visit for verification of existing conditions
- 2) (5) Virtual conference/coordination meetings
- 3) Electrical specifications provided in book format
- 4) Licensed Professional Engineers stamp and signature
- 5) Review of quantities and scope within construction cost estimates provided by Landscape architect
- 6) Estimate of probable construction cost
- 7) Electrical site plan including the following:
 - a) Site lighting layout, circuiting, and control wiring diagram
 - b) Point by Point of site lighting foot candle levels per IES Standards. Photometrics will take into account existing obstruction of lighting such as tree's

- c) Site raceway system, vault/pedestal locations and sizes, meter location/requirements, transformer pad locations
 - d) Schedule of lighting fixtures
 - e) Coordination with existing electrical service
 - f) New service entrance and main meter sections design
 - g) Single line diagram
 - h) Load schedules
 - i) Panel schedules
 - j) Voltage drop calculations
- 8) Utility Coordination including the following:
- a) Electrical utility coordination including the following:
 - i) Coordination of power service with serving utility
 - ii) Completion of all paperwork and plan submittals with power company
 - iii) Site meeting with power company
- 9) Deliverables as follows:
- a) Progress sets per Design Phase under Project Assumptions - .pdf electronic files
 - b) For submission/re-submission (limited to ONE) to Plan Check - .pdf electronic files
- 10) Plan Check and Permit support services:
- a) Completion of City plan check comments

OPTIONAL SERVICES

- 1) Bidding support services:
 - a) Provide response to RFIs to Architect
 - b) Provide clarifications and revisions to drawings and/or specifications when required
- 2) Construction administration support services:
 - a) Provide response to RFIs to Architect
 - b) Review and return to the Architect, shop drawings and submittals
 - c) Construction phase meetings/site visit(s) including
 - d) Site visit with final "punch list"
 - e) Prepare required project close reports and documentation
 - f) Prepare As-Built/record drawings based on contractor notes and redlines

SERVICES NOT INCLUDED

- 1) LEED Documentation, Credit Analysis or Credit Templates
- 2) Commissioning and/or Energy Code acceptance testing services
- 3) Documenting existing Electrical systems beyond major components. Major components consist of Electrical equipment. If accurate As-Built or record drawings are not provided, and additional time is required to verify size and location of lighting and electrical wiring, additional fees will be required.
- 4) Background generation
- 5) Upgrade to existing electrical service or panelboards due to inadequate capacity or condition
- 6) Site improvements
- 7) Project meetings, construction site visits, or recurring coordination meeting conference calls beyond those listed in scope
- 8) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site



- plan modifications, or additional scope changes
- 9) Calculation of plan check and/or building permit fees or payment thereof
 - 10) Delivery of plans to City or County agencies
 - 11) Printing of additional sets of drawings other than listed in scope
 - 12) Material and equipment take-offs for bidding
 - 13) Construction contract bid negotiation process
 - 14) Electrical services for building other than those listed in scope of work
 - 15) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included
 - 16) Sub-contracts with any other consultants such as Structural Engineers, or Architects for out of scope work such as equipment platforms and support or site lighting pole base calculations
 - 17) Verifying locations of existing underground utilities which transit the site
 - 18) Design of solar photovoltaic systems and energy storage systems and calculations
 - 19) Special effect lighting systems such as Theatrical lighting
 - 20) Temporary power design
 - 21) Load monitoring of existing electrical systems or circuit tracing of existing circuits and feeders
 - 22) Selection and locations of public street lighting, traffic control, street improvements and offsite utilities
 - 23) Measurements of lighting levels post construction
 - 24) Arc flash hazard analysis and protective device coordination study
 - 25) Application or documentation for rebate program(s) other than listed in scope
 - 26) Any coordination or permit application/acquisition for local department of transportation and/or any other agency not shown in the "inclusions" portion of the Scope of Work
 - 27) Low voltage systems design and equipment specifications including the following:
 - a) Voice/Data, Network and Intercom systems
 - b) CCTV and Cable television systems
 - c) Building and site Fire alarm system
 - d) Security and Access Control systems
 - e) Audio/Video and Music/paging systems

DRAWING DESIGN FORMAT

Software used to for construction drawings will be based on the following:

AutoCad® version 2020 or later

PROVIDED BY CLIENT

- 1) Record drawings of existing MEP systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts of specific fixtures or equipment requested by your office or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owner's representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other



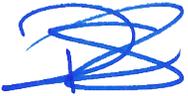
- likewise attachments to this property
- 9) Billing schedule for invoicing if specific requirements apply
- 10) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service
- 11) Civil CAD file with overhead and underground utilities shown
- 12) PDF and CAD files of required drawings such as electrical, communications and civil

FEE & TERMS AND CONDITIONS

Refer. to separate document for these items.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,



Roy Morales

DESIGN WEST ENGINEERING

Accepted by (Sign): _____

Accepted by (Print): _____

Date: _____

Client Job Number: _____

DWE Proposal Number: P-2416728

Bill To: (If different from client listed on proposal)

Company: _____

Name: _____

Address: _____

Email: _____

Phone: _____





CERTIFICATE OF LIABILITY INSURANCE

12/1/2025

DATE (MM/DD/YYYY)

11/27/2024

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 Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C: American Guarantee and Liab. Ins. Co.</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER D: American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Continental Casualty Company	20443	INSURER C: American Guarantee and Liab. Ins. Co.	26247	INSURER D: American Zurich Insurance Company	40142	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED 1456304 DAVID EVANS AND ASSOCIATES, INC. 2100 S RIVER PARKWAY, SUITE 100 PORTLAND OR 97201															

COVERAGES **CERTIFICATE NUMBER:** 16294615 **REVISION NUMBER:** XXXXXXX

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 SUBR INSD	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9830389	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR NOT APPLICABLE <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	BAP9830390	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC9336626	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2024	12/1/2025	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: MAIN STREET WALL AESTHTICS. THE CITY, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 16294615 CITY OF LAKE ELSINORE ATTN: REMON HABIB 130 S. MAIN STREET LAKE ELSINORE CA 92530	CANCELLATION See Attachments 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
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Miscellaneous Attachment: M503337 Certificate ID: 16294615

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

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	Any Location where you have agreed, through a written contract, agreement or permit, to provide
as an additional insured in a written contract or	Additional insured coverage except where such
written agreement.	Contract or agreement is prohibited by law.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Miscellaneous Attachment: M503356 Certificate ID: 16294615

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Miscellaneous Attachment: M503490 Certificate ID: 16294615

POLICY NUMBER: GLO9830389
Effective Date: 12/01/2024 - 12/01/2025

Other Insurance Amendment - Primary And Non-Contributory



This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW

Miscellaneous Attachment: M460257 Certificate ID: 16294615

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO9830389	12/01/2024	12/01/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Attachment Code: D465278 Certificate ID: 16294615
POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DAVID EVANS AND ASSOCIATES, INC.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE
NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Miscellaneous Attachment: M460261 Certificate ID: 16294615

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
WC 00 03 13 (Ed. 04-84)

POLICY NUMBER: WC9336626
Effective Date: 12/01/2024 - 12/01/2025

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 required you to obtain this agreement from us.)

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

SCHEDULE

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

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.)

Miscellaneous Attachment: M503359 Certificate ID: 16294615

POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: DAVID EVANS AND ASSOCIATES, INC.

Business Location: 2100 SOUTHWEST RIVER PKWY
PORTLAND, OR 97201

Owner Name(s): AL BARKOULI
AARON FETZER

DAVID EVANS AND ASSOCIATES, INC.
2100 SW RIVER PKWY # 100
PORTLAND, OR 97201-8073

CITY OF LAKE ELSINORE

Administrative Services - Licensing
130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 015735

Business Type: PROFESSIONAL/GENERAL-MISC

Description: ENGINEERING AND LAND SURVEYING
CONSULTING SERVICES

Issue Date: 6/1/2024

Expiration Date: 5/31/2025

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

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