

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

HDR Engineering, Inc.

I-15/SR-74 Interchange Improvements PA/ED Phase

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 9/14/2021, by and between the City of Lake Elsinore, a municipal corporation ("City"), and HDR Engineering, Inc., a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 1/9/2018, (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 Million Nine Hundred Ninety-Two Thousand Five Hundred Twenty-Six dollars (\$1,992,526).

C. The Original Agreement had a term of services ending June 30, 2023.

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 8/5/2021 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:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A to the Original Agreement) and Consultant's August 5, 2021 Proposal (Exhibit A-1 to Amendment No. 1).

In no event shall Consultant's compensation related to Exhibit A to the Original Agreement exceed One Million Nine Hundred Ninety-Two Thousand Five Hundred Twenty-Six dollars (\$1,992,526) plus a 10% contingency (\$199,252.60) without additional written authorization from the City. In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed One Hundred Forty-Five Thousand Four Hundred Seventy-Five dollars and Sixty-Three Cents (\$145,475.63). Total compensation shall not exceed Two Million Three Hundred Thirty-Seven Thousand Two Hundred Fifty-Four Dollars and Sixty-Three Cents (\$2,337,254.23)

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A and 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

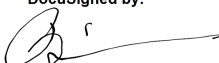
"CONSULTANT"

HDR Engineering, Inc.

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City Manager

Date: 10/3/2021 | 11:49 AM PDT

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Thomas T. Kim, Senior Vice President


Date: 10/3/2021 | 11:35 AM PDT

ATTEST:

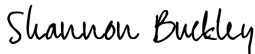
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City Clerk

10/4/2021 | 7:58 AM PDT

APPROVED AS TO FORM:

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City Attorney

9/24/2021 | 8:19 AM PDT

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Director of Administrative Services

9/20/2021 | 2:28 PM PDT

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]



August 5, 2021

Mr. Remon Habib

City of Lake Elsinore

130 South Main Street

Lake Elsinore, CA 92530

Subject: I-15 / SR-74 (Central Avenue) Interchange Improvements PA/ED Phase

Dear Mr. Remon Habib,

As the PA/ED phase for 15/74 (Central Ave.) Interchange has developed with the City of Lake Elsinore with Caltrans Oversight, there have been services identified that were not included in the original contract scope which was established prior to the start of the PA/ED Phase. This contract amendment request covers additional costs associated with the following required PA/ED efforts:

1. Task 1-1 – Project Management
2. Task 27.1 – 4(f) Resource Evaluation
3. Task 27 – GHG Climate Change Justification and Environmental Document Section
4. Task 5 – GAD Changes & Added Design Standard Decision Document Features
5. Task 19 – Noise Calibration Model Updates
6. Task 39 – Safety Analysis to support the Modified Access Report (MAR) and Project Report
7. Task 34 – Floodplain Quantitative Analysis
8. Task 28 – ADL mobilization for sampling

The scope of work and assumptions associated with completing each additional task is described below along with the related cost for the additional services required for PA/ED based on CT Oversight Review:

1. Task 1-1 – Project Management

PM activities resulting from extended duration - The current project schedule is forecasting a PA/ED completion in June 2022 which is beyond the originally forecasted delivery period for Project Management and related support. Multiple aspect delayed progress which included a Mini VA Study, reanalysis of traffic for additional recommended alternatives later eliminated, justification to clarify environmental impacts related to VMT impacts with the interchange reconfiguration, and changes to GHG protocol that were agreed be mitigated impacts ultimately allowing the contract to be

completed under and IS/EA avoid further PA/ED delay and added costs related to a higher level environmental document, scoping meeting, and an increased duration review cycle which were all avoided by the team. Added Cost \$31,373.

2. Task 27.1 - 4(f) Resource Evaluation

This task accounts for the need to study 4(f) resources which include parts of existing or planned trail networks. No trails occur on the project however after initiation of PA/ED it was required by CT to address trails (existing & future) within ½ mile of the planned project. This is an added technical study and mapping effort required as part of PA/ED in addition to the added Environmental Document Section. Cost \$59,252.

3. Task 27 – GHG Climate Change Justification & environmental Document Section

This task related to developing and providing justification to demonstrate that GHG impacts are mitigated by multimodal elements in the project and commitment from CT HQ to allow the project to maintain an IS/EA for PA/ED and not resort to an EIR or Public Scoping Meeting. Additionally, a GHG Section will be added to the environmental document. Added Documentation Memos and Environmental Document Section Cost \$10,166.

4. Task 5 – GAD Changes & Additional Design Standard Decision Document Features

Revisions to the final PA/ED Build Alternative GAD to address preliminary ramp profile changes and changes to the Design Standard Decision Document to address roadside features additional corner sight figures and justification for CT approval and requested updates to Central Avenue and Dexter Avenue within State Access Control Limits. This resulted in Right of Way Data Sheet updates after previous approval was obtained for PA/ED. Re-design and exception documentation in the geometry to obtain approval and DSDD revisions related to justification to support the design exception additions requested by CT. Revision Cost \$47,421.

5. Task 19 – Noise Calibration Model Updates

Extensive review comments associated with the Noise Calibration Models have required rework of modeled features for consistency with other planned projects and request to change model elements not outline in the noise protocol but formally required by CT D8. This has led to multiple reviews for the existing condition model for the No Build and Build

Alternatives carried forward in PA/ED. Additionally new development required the addition of more sensitive receptors in the southwest quadrant of the interchange. Added Cost \$26,640.

6. Task 39 – Safety Analysis to support Modified Access Report and Project Report

This is a new task required by CT to assess the potential changes in collision potential related to physical changes of the existing and proposed ramps for Alternative 2 & 3. CT requires this new analysis be completed using ISetE based on formal comment in the Modified Access Report submittal. ISetE is intended to meet the quantitative assessment of the new ramp configurations prior to final review of the Modified Access Report which will allow CT to make a formal MAR submittal to FHWA for review. This analysis is also required to be included in the Project Report. Added Cost \$23,036.

7. Task 34 – Floodplain Quantitative Analysis

The build alternatives encroached into the existing Arroyo Del Toro floodplain between I-15 and Dexter Avenue. In PA/ED the floodplain was deemed as a resource to avoid however after further alternative analysis the hook-ramps emerged as the most viable and cost-effective northbound ramp connections for the interchange based on traffic distributions. The team elected to analyze the floodplain through a volumetric impact method to demonstrate quantitatively that the net basin and floodplain storage volume was preserved through re-grading the ponding area. This required the floodplain information to be generated and incorporated into the NES. This data and analysis also became part of the flood storage mitigation in the LHS for the Hook Ramp Alternatives. Added Cost \$15,915.

8. Task 28 – Additional Aerially Deposited Lead Field Sampling

Additional field mobilization and labor cost related to mobilization, field sampling, and laboratory testing to support the ADL Report. Added Cost \$2,750.

The amendment cost totals \$216,553.63 which is reflected in the scope and fee as Attachment A. There is a remaining surplus in the HDR contract due to tasks not required for PA/ED which equate to \$71,078. This excess would be used under a task reallocation of existing dollars to reduce the above request. Based on the values a new contract cost addition of \$145,475.63 is requested for the remaining portion of services outlined above for the PA/ED phase. This additional cost would be granted from contingency and or supplemented with a new allocation for the services required under PA/ED.

Sincerely,

A handwritten signature in black ink that reads "Mark Hager". The signature is fluid and cursive, with the first name "Mark" and last name "Hager" clearly distinguishable.

HDR ENGINEERING, INC.
Mark Hager, PE
Project Manager
CC: File
Attachments: Scope and Fee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2021

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td style="text-align: center;">42404</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: Liberty Mutual Fire Insurance Company	23035	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W21834158

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	Y	Y	TB2-641-444950-031	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-041	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	EUO(22) 57919363	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-011	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Lake Elsinore Attn: Remon Habib 130 South Main Street Lake Elsinore, CA 92530	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
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Re: HDR Engineering, Inc. will prepare an independent check of the Engineer's Estimate for the Summerhill Drive Road Extension Project for the City of Lake Elsinore. The quantity verification check will be based on observations of the PDF drawings (prepared by Hunsaker and Associates) sent to HDR by the City on May 28, 2021 via Email. HDR will verify the quantities provided on the bid schedule and will prepare an independent estimate of cost with any adjusted quantities and with the use of historic unit prices. A second cost column will be prepared on materials that have recently experienced a sharp increase in unit costs in an attempt normalize material cost based on market rates that are not yet reflected in cost data available.

Additional Insureds: City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney.

Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: TB2-641-444950-031

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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, 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 above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

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

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

POLICY NUMBER: TB2-641-444950-031

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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, 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 the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

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

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

Policy Number TB2-641-444950-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

POLICY NUMBER: AS2-641-444950-041

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.

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

As required by written contract

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.

Policy Number: AS2-641-444950-041
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the CoverageForm.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-031

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: AS2-641-444950-041

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.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

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.

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 requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011
\$

Effective Date 06/01/2021

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-031

Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-041

Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

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: HDR ENGINEERING, INC.
Business Location: 1917 S 67TH ST
OMAHA, NE 68106-2973
Owner Name(s): CHARLES L O'REILLY

HDR ENGINEERING, INC.
1917 S 67TH ST
OMAHA, NE 68106-2973

CITY OF LAKE ELSINORE

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

BUSINESS LICENSE NO. 020158
Business Type: PROFESSIONAL/ENGINEERS
Description: PROFESSIONAL ENGINEERING SERVICES
Issue Date: 1/1/2021 **Expiration Date:** 12/31/2021

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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