

STAFF REPORT



ITEM NO. 6 CITY OF OCEANSIDE

DATE: April 3, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AMENDMENT 1 IN THE AMOUNT OF \$230,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR ENGINEERING AND AS-NEEDED PUBLIC OUTREACH SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in an amount not to exceed \$230,000 to the professional services agreement with Atkins North America, Inc. of San Diego for engineering and as-needed public outreach services; and authorize the City Manager to execute the amendment (Exhibit A).

BACKGROUND

The City Council approved the current professional services agreement with Atkins North America, Inc. (Atkins) on September 19, 2012, for as-needed public outreach services in an amount of \$50,000 for a period of one calendar year.

Atkins has been working on several projects for the Water Department that required extensive public outreach and will continue to need public communication. These major projects include, but are not limited to, the New SLRWWTP Solar Field Project; the Seawater Desalination Feasibility Study in the Harbor; the Harbor 4 Force Main Replacement Project; and the Myers/Tait Sewer Main Replacement Project.

Atkins is also working with Vista Irrigation District, The City of Carlsbad, and the City of Oceanside on a collaborative use of recycled water near the Ocean Hills area. The draft feasibility study identifies potential users of recycled water and a proposed pipeline alignment. This study is the basis for further engineering design and analysis.

ANALYSIS

Seven firms were originally evaluated and selected to provide various professional services. Atkins has an extensive background in providing public outreach services to many clients, and was originally selected based on their skills, capabilities, experience, and knowledge.

Atkins will continue to provide the as-needed public outreach services on several publicly-sensitive and difficult projects. Because of their knowledge of the Oceanside Water Utilities Department, its projects and the Oceanside community, staff recommends continuing the existing relationship with Atkins and expanding the existing scope of services to meet ongoing needs of the department. Staff is recommending this procurement be treated as a sole source under provisions of the Oceanside City Code, Section 28A.24(c), due to the continuation of services already performed and those that are currently underway, and their understanding of the community and sensitivity of the various projects for which they are providing assistance.

Our Clean Water Program and the Solid Waste and Recycling Program will utilize Atkins for the development of outreach material for community events such as Green Week and Day Without a Bag.

Atkins has been involved with the North San Diego County Regional Recycled Water Project. With this background and knowledge, they are the premier firm to provide engineering services in the preparation of a preliminary design report for a regional recycled water project located in the Ocean Hills area. This project is a collaboration between Vista Irrigation District, The City of Carlsbad, and the City of Oceanside to provide recycled water to this area. Vista Irrigation District is currently using Atkins to develop their feasibility study which will streamline our effects and results with this multi agency project.

FISCAL IMPACT

Name	Account	Available Budget	Allocated Amount
Misc. Water	750771712.5305	\$289,736	\$50,000
Myers/Tait Sewer Line	909831500726.5703.10610	\$291,984	\$75,000
Water Admin.	750010711.5305	\$293,884	\$10,000
NSDC Water Reclamation	908122400712.5305.10400	\$215,000	\$30,000
Waste and Recycling	700010731.5305	\$74,650	\$15,000

The available budget in the respective accounts listed above for this project is \$1,142,500. The total cost for the amendment is \$180,000; therefore, sufficient funds are available.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

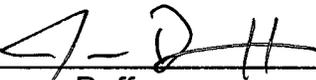
COMMISSION OR COMMITTEE REPORT

The Utilities Commission will be provided with an update at the March 19, 2013, meeting.

RECOMMENDATIONS

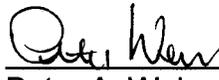
Staff recommends that the City Council approve Amendment 1 in an amount not to exceed \$230,000 to the professional services agreement with Atkins North America, Inc. of San Diego for public outreach services; and authorize the City Manager to execute the amendment (Exhibit A).

PREPARED BY:



Jason Dafforn
Water Utilities Division Manager

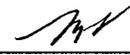
SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



for Cari Dale, Water Utilities Director



Teri Ferro, Financial Services Director



Exhibit A – Amendment 1

Exhibit B – Original Professional Services Agreement

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: OCEANSIDE WATER UTILITIES PUBLIC RELATIONS SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this ____ day of _____ 2013, by and between the City of Oceanside, a municipal corporation, hereinafter designated as "CITY", and ATKINS NORTH AMERICA, INC., hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT are parties to that certain Professional Services Agreement dated September 19, 2012, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work; and Section 7, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect and include additional as-needed Public Outreach Services as described in the proposal dated February 6, 2013, attached hereto and incorporated herein as Amendment 1 Exhibit A.
2. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with the Agreement dated September 19, 2012, shall not exceed the total contract price of \$230,000.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2013.

ATKINS NORTH AMERICA, INC.

CITY OF OCEANSIDE

By: *David J. Carter*
Name/Title
David J. Carter, Senior Vice President

By: _____
Peter Weiss, City Manager

Date: March 13, 2013

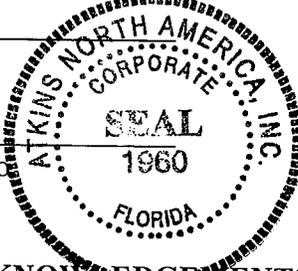
Date: _____

By: *Rene de los Rios*
Name/Title
Rene de los Rios, Assistant Secretary

Date: March 13, 2013

APPROVED AS TO FORM:

59-0896138
Employer ID No



Robert Hamilton ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

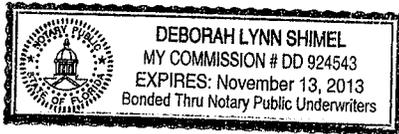
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

PERSONALLY APPEARED before me, the undersigned authority,
David J. Carter and Rene de los Rios, well known to me or who has produced
_____ as identification and known
by me to be the Senior Vice President and Assistant Secretary of the
corporation named above, and acknowledged before me that they executed the foregoing instrument
on behalf of said corporation as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 13th day of March, 2013.



Deborah Lynn Shimel
NOTARY PUBLIC
Print Name: DEBORAH LYNN SHIMEL
My Commission Expires: Nov. 13, 2013

**CORPORATE RESOLUTION
OF
ATKINS NORTH AMERICA, INC.**

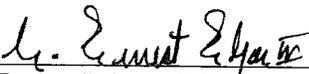
RESOLVED, that the below named officers are authorized to execute documents on behalf of Atkins North America, Inc.:

L. Dean Fox	Chief Executive Officer /President
Barry J. Schulz	President
Thomas F. Barry, Jr.	Senior Vice President
Lynn L. Schrier-Behler	Senior Vice President/Chief Financial Officer/Treasurer
Martin H. Brown	Senior Vice President/Chief Information Officer
Kenneth J. Burns, Jr.	Senior Vice President
David J. Carter	Senior Vice President
W. Bradley Dennard	Senior Vice President
C. Ernest Edgar, IV	Senior Vice President/General Counsel/Secretary
Jorge C. Figueredo	Senior Vice President
Marvin N. Fisher	Senior Vice President
Cecilia R. Green	Senior Vice President
Michael C. Hogan	Senior Vice President
Donna M. Huey	Senior Vice President
Justin P. Jones	Senior Vice President
Amir Kangari	Senior Vice President
Robert S. Lawson	Senior Vice President
Steven C. Malecki	Senior Vice President
Frank T. Martin	Senior Vice President
Paul T. Pettit, Jr.	Senior Vice President
Victor P. Poteat	Senior Vice President
Douglas E. Robison	Senior Vice President
Benton L. Rudolph	Senior Vice President
Ernesto Aguilar	Vice President
Matthew S. Baird	Vice President
Steven N. Glenn	Vice President
Patricia L. Komara	Vice President
Glenn F. Myers	Vice President
Darrell A. Nance	Vice President
Terri S. Vitar	Vice President

FURTHER RESOLVED, that the following named officers are authorized to attest to the signatures of officers executing documents on behalf of Atkins North America, Inc:

C. Ernest Edgar, IV	Senior Vice President/General Counsel/Secretary
James R. Steele, Jr.	Vice President/Assistant Secretary
Rene de los Rios	Vice President/Assistant Secretary
Jayanth Jayaram	Vice President/Assistant Secretary

This resolution is adopted as of November 29, 2012 and remains in effect until a succeeding resolution is adopted.



C. Ernest Edgar, IV, Secretary

Corporate Seal



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: OCEANSIDE WATER UTILITIES PUBLIC RELATIONS SERVICES

THIS AGREEMENT, dated September 19, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and ATKINS NORTH AMERICA, INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide public relations services and services are more particularly described in the CONSULTANT'S rate schedule dated July 12, 2012, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

OCEANSIDE WATER UTILITIES PUBLIC RELATIONS SERVICES

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance

(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance

(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

OCEANSIDE WATER UTILITIES PUBLIC RELATIONS SERVICES

- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written

OCEANSIDE WATER UTILITIES PUBLIC RELATIONS SERVICES

request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$50,000.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within 365 calendar days from the Council approval of the agreement.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

OCEANSIDE WATER UTILITIES PUBLIC RELATIONS SERVICES

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

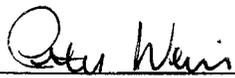
13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

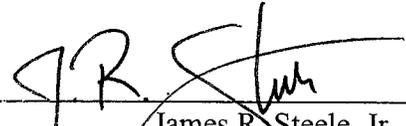
IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

ATKINS NORTH AMERICA, INC.

CITY OF OCEANSIDE

By: 
Name/Title L. Dean Fox
President

By: 
Peter Weiss, City Manager

By: 
Name/Title James R. Steele, Jr.
Assistant Secretary

APPROVED AS TO FORM:


City Attorney

59-0896138
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

NOTARY ACKNOWLEDGEMENT
Atkins North America, Inc.

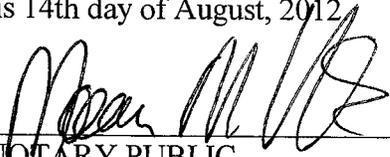
STATE OF FLORIDA }

COUNTY OF HILLSBOROUGH }

PERSONALLY APPEARED before me, the undersigned authority, L. Dean Fox
and James R. Steele, Jr., well known to me or who has produced
_____ as identification and known
by me to be the President and Assistant Secretary of the corporation named
above, and acknowledged before me that they executed the foregoing instrument on behalf of said
corporation as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 14th day of August, 2012





NOTARY PUBLIC
Print Name: Monica M. Vazquez
My Commission Expires: Nov. 18, 2015

**Public Affairs/Community Relations - CALIFORNIA RATES**

Grade/Position	Hourly Rate
E 15 Principal in Charge	\$160
E14 Project Manager	\$140
E11 Assistant Project Manager	\$115
E10 Account Executive	\$95
N8 Account Coordinator	\$75
N9 Graphics Designer	\$85
N6 Support Staff	\$65

Mileage is \$.0555 per mile.

In addition, identifiable, non-salary costs that are directly attributable to the project (i.e., travel, meals, lodging, auto rentals, printing and copies, graphic materials, phone charges, equipment and specialized computer charges, etc.) and subcontractor fees include a 15% administration charge to cover overhead and administration.

1. This schedule is effective until March 31, 2013 and is subject to annual and/or periodic revisions thereafter, as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt.
3. A late payment finance charge at a rate of 18% per annum (or the maximum amount allowed per law if lower) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
4. Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Underwriters at Lloyd's London AM Best Rating: A XV.
 Professional Liability policy written on claims-made basis.
 There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability and Workers Compensation and Umbrella coverages.
 The City of Oceanside, its officers, agents, and employees are Additional Insureds on the General Liability and Automobile Liability on a Primary & Non-Contributory basis, if required by contract, with respect to the operations of the insured on the above listed project.

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

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, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

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.



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

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location And Description of Completed Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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”.

POLICY NUMBER: CGG740901601

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common

Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: CAH740901701

XIC 405 1007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the **CANCELLATION** Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:

SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.

(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

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 April 1, 2012

Policy No. CWG740901501

Endorsement No.

Insured ATKINS US HOLDINGS INC.

Insurance Company XL SPECIALTY INSURANCE COMPANY

Countersigned by _____

WC 99 01 10

Ed. 1/08

Willis Limited
FINEX Global

Willis

UMR: B08011209P12

Insured: WS Atkins Pic

Type of Risk: Insurance of
Primary Professional Indemnity
Insurance

Period: 1 April 2012 to 31 March 2013

4.12 Cancellation

If INSURERS cancel this policy prior to its expiry date by notice to the INSURED for any reason, INSURERS will send written notice of cancellation to the persons or organizations listed in the schedule to be created and maintained by the INSURED (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the INSURED.

The INSURED will provide an updated copy of the Cancellation Notice Schedule to Insurers on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. INSURERS have no legal obligation of any kind to any such person(s) or organization(s). Any failure to provide advance notice of cancellation to the person(s) or organization(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon INSURERS, will not extend any policy cancellation date and will not negate any cancellation of the policy.

INSURERS are not responsible for verifying any information in any Cancellation Notice Schedule, nor are INSURERS responsible for any incorrect information that the INSURED may use.

I. RISK DETAILS

UNIQUE MARKET
REFERENCE:

B080111209P12

TYPE:

Primary Professional Indemnity Insurance

INSURED:

A) W S Atkins plc formerly W S Atkins Ltd and/or Associated and/or Subsidiary Companies and Partnerships including but not limited to Faithful+Gould (formerly Hanscomb Faithful & Gould) and the Houston, Texas office of MSL Engineering Ltd and as more fully defined herein but excluding the entities listed as INSURED B).

B) The Atkins North America Holdings Corporation which is comprised of the following entities:

Atkins North America Inc;
Atkins Michigan Inc;
Atkins, P.A.;
Peter R Brown Construction, Inc;
Atkins Caribe, LLP; and

the entities formerly known as:
The PBSJ Corporation
Post, Buckley, Schuh & Jernigan, Inc. doing business as
PBS&J,
PBS&J, P.A.
PBS&J Caribe Engineering, C.S.P.
PBS&J Constructors, Inc.
PBS&J International, Inc.
PBS&J Construction Services, Inc.
Seminole Development Corporation
Post Buckley de Argentina S.A.
John Powell & Associates, Inc
John Powell & Associates
John Powell & Associates, a Sole Proprietor
Durham Technologies, Inc.
Welker & Associates
Tri-Line Associates, Inc.
W. Koo & Associates, Inc.
Croslin & Associates, Inc.
Land & Water Consulting
EIP Associates
Eco Science Corporation
Peter Brown Construction, Inc.
PBS&J Caribe, LLP
and/or Associated and/or Subsidiary Companies and Partnerships and as more fully defined herein."