



DATE: August 21, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING TO ADDRESS FINAL CALTRANS COMMENTS AND COMPLETE THE PROJECT STUDY REPORT FOR WIDENING THE EL CAMINO REAL BRIDGE OVER STATE ROUTE 78**

SYNOPSIS

Staff recommends that City Council approve amendment 2 in the amount of \$25,323 to the professional services agreement with HDR Engineering Inc., for engineering design and support services for the Project Study Report (PSR) for the El Camino Real/State Route 78 Bridge Widening project, adding to the scope of work addressing additional Caltrans comments for the completion of the study; and authorize the City Manager to execute the amendment.

BACKGROUND

Prior to October 2003, the El Camino Real/State Route 78 (ECR over SR-78) was striped with only 2 travel lanes in each direction. At this time, ECR is striped for 6 travel lanes beyond the north and south bridge abutments, creating a bottle neck and traffic congestion along the segment of ECR between the eastbound SR-78 on-/off-ramps and Vista Way. Interim restriping was permitted by Caltrans in November 2003, contingent upon adoption of a resolution to restore standard lane widths and bicycle lanes by physically widening the bridge. The process to construct a wider bridge requires that the City comply with Caltrans standards by completing a PSR and subsequent Project Report (PR) to identify appropriate widening alternatives that are to be reviewed and approved by Caltrans.

On October 15, 2003, the City Council adopted a resolution to initiate the PSR for the bridge widening on El Camino Real (ECR) at State Route 78 (SR-78). As part of that resolution, interim re-striping of the bridge on ECR from four to six lanes was approved. The interim re-striping was completed in November 2003.

On April 20, 2005, the City Council awarded a contract for the ECR Bridge Widening PSR with a total contract of \$223,061(Attachment 1).

The cities of Oceanside and Carlsbad, in cooperation with Caltrans, will develop a fair-share cost-sharing arrangement for the ultimate bridge widening to be approved by both City Councils.

In November 2007, the City Council approved amendment 1 (Attachment 2) in the amount of \$115,928 to add evaluation of reconstruction of the interchange and an updated traffic analysis to the scope of work. In March 2008, HDR Engineering Inc., (HDR), completed the additional studies for the project. Subsequently, a draft Traffic Volumes Report and an Operations Report was submitted to Caltrans in November 2008. In early 2009, the project was placed on a temporary hold by the City.

In July 2009, a reconciliation of the contract and purchase order revealed that an additional \$85,840 was needed on purchase order 100354 to complete the terms of the professional services agreement and contract for the ECR Bridge Widening project study report, with work resuming in late August 2009.

The draft PSR was submitted to Caltrans in April 2010. At that time, Caltrans requested that the Storm Water Data Report (SWDR) be updated and revised based on new requirements. The new requirements included a Risk Level determination. Additionally, Caltrans required that a more detailed cost estimate breakdown for bridge construction be used per Caltrans District 11 requirements. City staff authorized HDR to proceed with the required Caltrans revisions, resulting in additional project management to oversee the work associated with making additional changes and to participate in additional meetings to coordinate the effort with the City and Caltrans.

A final draft of the PSR was submitted to Caltrans in August 2011 for approval. Typically, only one submittal to Caltrans is necessary with final approval on the second submittal. Caltrans requested additional revisions to the final draft PSR report that is considered to be outside of the original contract scope of work. The additional work and the reimbursable costs include the following items:

1. Revisions to the Traffic Volume Report and Traffic Operations Report
2. Revisions to the Foundation Report
3. Revisions to the SWDR
4. Advisory and Mandatory Design Exception Fact Sheet
5. Fact Sheets for Exceptions to Design Standards (FHWA review and approval)

HDR is currently in the final stages of the project. In an effort to meet the additional Caltrans requirements, HDR has provided the following additional services as part of the above mentioned reports for the ECR/SR-78 Bridge Widening project.

Item No. 1: Revisions to the Traffic Volumes Report and Operations Report

The scope of the original proposal was to analyze the Intersection Operations of the Existing (Year 2005), Year 2010, and 2030. Subsequent to the resume of the project in August 2009, and per Caltrans direction, HDR was directed to amend the scope and fee to develop a PSR that will evaluate the Intersection Operations for the Existing (Year 2010), Year 2015, and 2035.

HDR was authorized to proceed with the modifications to the intersection operations analysis scope of services. The PSR, Traffic Volume Report, and Traffic Operations Report were subsequently updated to reflect the new AM and PM peak hour intersection analysis results at the study area intersections. Below is a breakdown of additional services associated with Item No. 1:

1. Revise the Volumes Report to reflect Year 2035 (only a labeling change) and the Year 2015 (new volume forecast)
2. Work with Caltrans to address their comments and finalize the Volumes Report
3. Revise the Year 2015 intersection Highway Capacity Manual (HCM) analysis at 7 intersections
4. Revise the Intersecting Lane Volumes (ILV) analysis at 2 intersections
5. Revise the street segment analysis at 5 roadway segments
6. Revise the SR-78 freeway mainline analysis
7. Revise the arterial analysis for ECR (Marron Road to Vista Way)
8. Revise the Operations Report and resubmit
9. Address Caltrans comments on the Operations Report

The fee for these out-of-scope tasks is \$3,800.

Item No. 2: Revisions to the Foundation Report

In developing the response to the Caltrans Draft PSR comments, Caltrans requested the Foundation Report to be updated and revised based on the new requirement. The new requirements include updating seismic design parameters to Caltrans 2009 requirements and requested additional information to be included on the Foundation Report. HDR Engineering was authorized to proceed with revising the seismic design parameters to Caltrans 2009 requirements and revising the report to include requested information to the scope of services. The additional scope includes the updated Foundation Report and responses to Caltrans comments. Below is a breakdown of additional services associated with Item No. 2:

1. Response to the comments from Caltrans dated 6/17/2011 on the Preliminary Foundation Report (PFR) dated 4/2/2008
2. Update the seismic design parameters in the report to be consistent with the current (2009) Caltrans Seismic Design Requirements
3. Prepare a revised PFR that incorporates the revised seismic design criteria and responses to Caltrans comments

The fee for these out-of-scope tasks is \$3,400.

Item No. 3: Revisions to the Storm Water Data Report

In developing the responses to the Caltrans Draft PSR comments, Caltrans requested the SWDR be updated and revised based on the new requirements. The new requirements include Risk Level determination. HDR proceeded with revising the SWDR to Caltrans in July 2010, and revising the report to include determination of Risk Level to the scope of services. Also, HDR was directed by Caltrans to provide a more detailed cost estimate breakdown used by Caltrans District 11. After discussion with Caltrans, HDR revised the cost estimate to an 11-page Cost Estimate provided by Caltrans. Additional project management was required to manage changes and conduct additional meetings to coordinate the effort. Below is a breakdown of additional services associated with Item No. 3:

1. Updating SWDR report to the new requirements dated July 2010, and determination of Risk Level
2. Additional project management and meetings with sub-consultants

The fee for these out-of-scope tasks is \$3,500.

Item No.4: Advisory and Mandatory Design Exception Fact Sheet

In developing the responses to the Caltrans Draft PSR comments, Caltrans requested that HDR provide an Advisory and Mandatory Design Exception Fact Sheet and Design Information Bulletin #78 (DIB-78) based on the Revised Highway Design Manual (HDM, May 2012).

The HDM requirements include three non-standard Mandatory Design Exceptions and two non-standard Advisory Design Exceptions. HDR proceeded with preparation of the Fact Sheets and submitted the documents for Caltrans approval. Additional project management was required to manage changes and conduct additional meetings to coordinate the effort. Below is the breakdown of additional services associated with Item No. 4:

1. Advisory Design Exception Fact Sheet preparation and approval
2. Mandatory Design Exception Fact Sheet preparation and approval
3. HDM revision (May 7, 2012)

The fee for these out-of-scope tasks is \$9,003.

Item No. 5: Fact Sheets for Exceptions to Design Standards (FHWA review and approval)

Caltrans has updated the Project Development Procedures Manual to reflect a new guideline with regards to Federal Highway Administration (FHWA) review and approval for Exceptions to Design Standards Facts Sheets as listed in Appendix BB per Manual Change Transmittal on October 9, 2012. Item #8 (Federal Action) under Article 2 outline requests for design exceptions be approved by FHWA based on the facilities, such as interstate system, National Highway System (NHS), and funding mechanism. Formal FHWA approval is required for design exceptions to the 13 controlling criteria. Item #8 (Federal Action) in Appendix BB states: "Federal administration actions include FHWA approval of fact sheets for Interstate System Projects, the use of federal-aid funding, and changes in access control, and Caltrans approval of fact sheets for NHS projects." Based on the state maps of the National Highway System from the United States Department of Transportation Federal Highway Administration, SR-78 is part of the NHS. Below is a breakdown of the additional services associated with Item No. 5:

1. Mandatory Fact Sheet Preparation
2. Mandatory Fact Sheet Submittal #2

The fee for these out-of-scope tasks is \$5,620.

Table 1 below summarizes the additional costs as identified above.

**Table 1
Summary of Additional Costs for Additional Tasks**

Work Item	Cost
Item 1	\$3,800
Item 2	\$3,400
Item 3	\$3,500
Item 4	\$9,003
Item 5	\$5,620
Total	\$25,323

ANALYSIS

The PSR will result in the development of design alternatives to widen the ECR Bridge in order to accommodate wider travel lanes, bicycle lanes and new sidewalk. The PSR will be followed by a PR where final engineering and construction costs associated with the preferred alternative will be finalized and approved by Caltrans. The PR will then be followed by construction of the preferred alternative.

The Cities of Oceanside (Resolution No. 03-R641-1, Attachment 4) and Carlsbad (Resolution No. 2003-204, Attachment 5), in cooperation with Caltrans, will continue to work cooperatively to identify funds and/or cost-sharing for the ultimate bridge widening to be approved by both City Councils.

FISCAL IMPACT

Amendment 2 (Attachment 1) the amount of \$25,323 for the ECR project (901561500561.5305.10100) has a current unallocated balance of \$426,114. Therefore, sufficient funds are available. With the addition of the \$25,323, the total project cost is \$364,312. See Table 2 below.

**Table 2
Total Project Cost with Amendments**

Contract	Cost
Initial PSA Amount	\$223,061
Amendment #1	\$115,928
Amendment #2	\$25,323
Total Contract	\$364,312

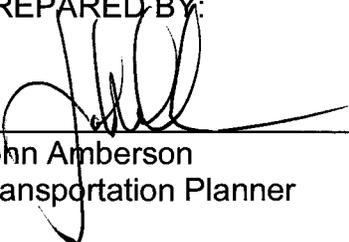
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

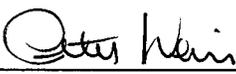
Staff recommends that City Council approve amendment 2 in the amount of \$25,323 to the professional services agreement with HDR Engineering Inc., for engineering design and support services for the Project Study Report (PSR) for the El Camino Real/State Route 78 Bridge Widening project, adding to the scope of work addressing additional Caltrans comments for the completion of the study; and authorize the City Manager to execute the amendment.

PREPARED BY:



John Amberson
Transportation Planner

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
George Buell, Development Services Director
Scott O. Smith, City Engineer
David DiPierro, City Traffic Engineer
Michael Blazenski, Interim Financial Services Director











Attachments:

1. Amendment No.2
 - a. Exhibit A - HDR Engineering Scope and Fee Revisions letter
2. Original PSA, dated April 20, 2005
3. Amendment No.1, dated November 14, 2007
4. Resolution No. 03-R641-1 (City of Oceanside)
5. Resolution No. 2003-204 (City of Oceanside)

ATTACHMENT 1

CITY OF OCEANSIDE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

**PROJECT: El Camino Real Bridge at State Route 78 Bridge Widening Project
901561500561**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated August 21, 2013, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and HDR Engineering, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated April 20, 2005, and amendment No. 1 thereto, 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 1.0, Scope of Work, Section 2.0 Timing Requirements, and Section 13.0, Compensation.

AMENDMENT

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

1. SECTION 1.0, **SCOPE OF WORK**, is hereby amended to include the following additional work detailed Scope of additional work attached as Exhibit A:
 - a. Revisions to the Traffic Volume Report and Operations Report;
 - b. Revisions to the Foundation Report;
 - c. Revisions to the Storm Water Data Report;
 - d. Development of Advisory and Mandatory Design Exception Fact Sheet;
 - e. Development of Fact Sheets for Exceptions to Design Standards (FHWA review and approval);

El Camino Real Bridge at State Route 78 Bridge Widening Project 901561500561

2. SECTION 2.0, **TIMING REQUIREMENTS**, is hereby amended by adding Subsection 2.7 as follows: "2.7 All work shall be completed in every detail to the satisfaction of the City Engineer within 120 calendar days."
3. SECTION 13.0, **COMPENSATION**, is hereby amended by adding a lump sum amount not to exceed \$25,323 for additional work in accordance with this Amendment 2, for a total contract amount not to exceed \$364,312.
4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed. In the event of any conflict between the terms of the original agreement and this amendment, the terms of this amendment shall control.

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 on the dates set forth below.

HDR Engineering, Inc.

CITY OF OCEANSIDE

By: *Paul E. Cooke*
Paul Cooke, Senior Vice President

By: _____
Peter Weiss, City Manager

Date: August 8, 2013

Date: _____

By: *Thomas T. Kim*
Thomas T. Kim, Vice President

Date: August 9, 2013

APPROVED AS TO FORM:

Employer ID No.

Andrew J. Hamilton, A.B.T.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ONE COMPANY *Many Solutions*

April 23, 2013

Mr. John Amberson
Project Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054-2885

**Subject: Contract No. 05-D0274-1 SR78/El Camino Real Overcrossing
Widening Scope and Fee Revision**

Dear Mr. Amberson:

HDR is requesting a contract change-order to complete work under contract No. 05-D0274-1 that is considered to be outside the original contract scope. The additional work and the reimbursable costs include the following items:

1. Revisions to the Traffic Volume Report and Traffic Operations Report
2. Revisions to the Foundation Report
3. Revisions to the Storm Water Data report
4. Advisory and Mandatory Design Exception Fact Sheet
5. Fact Sheets for Exceptions to Design Standards (FHWA review and approval)

HDR is currently in the final stages of the project. In an effort to meet the Caltrans requirements, HDR has provided the following additional services as part of the above mentioned reports for the SR-78/El Camino Real Overcrossing Widening Project.

Item No. 1: Revisions to the Traffic Volume Report and Operations Report

The scope of the original proposal was to analyze the Intersection Operations for the Existing (Year 2005), Year 2010, and 2030. Subsequent to the resume of the project in august of 2009, and per Caltrans direction, HDR was directed to amend the scope and fee to develop a PSR that will evaluate the Intersection Operations for the Existing (Year2010), Year 2015, and 2035. HDR was authorized to proceed with the modifications to the intersection operations

analysis scope of services. The PSR, Traffic Volume Report, and Traffic Operations Report was subsequently updated to reflect the new AM and PM peak hour, intersection analysis results at the study area intersections. Please see below for the break down of additional services:

1. Revise the Volumes Report to reflect Year 2035 (only a labeling change) and the Year 2015 (new volume forecast)
2. Work with Caltrans to address their comments and finalize the Volumes Report.
3. Revise the Year 2015 intersection HCM analysis at 7 intersections
4. Revise the ILV analysis at 2 intersections
5. Revise the street segment analysis at 5 segments
6. Revise the SR 78 freeway mainline analysis
7. Revise the arterial analysis for El Camino Real (Marron Road to Vista Way)
8. Revise the Operations report and resubmit
9. Address Caltrans comments on the Ops report

The fee for these out of scope tasks is \$3,800.

Item No. 2: Revisions to the Foundation Report

In developing the responses to the Caltrans Draft PSR comments, Caltrans requested the Foundation Report to be updated and revised based on the new requirement. The new requirements include updating seismic design parameters to Caltrans 2009 and requested additional information to be included on the Foundation Report. HDR was authorized to proceed with revising the seismic design parameters to Caltrans 2009 and revising the report to include requested information to the scope of services. The additional scope includes the updated Foundation Report and responses to Caltrans Comments. Please see below for the break down of additional services:

1. Response to the comments from Caltrans dated 6/17/10 on the Kleinfelder Preliminary Foundation Report (PFR) dated April 2, 2008.

2. Update the seismic design parameters in the report to be consistent with the current (2009) Caltrans Seismic Design requirements.
3. Prepare a revised PFR that incorporates the revised seismic design criteria and responses to Caltrans comments.

The fee for these out of scope tasks is \$3,400.

Item No. 3: Revisions to the Storm Water Data Report

In developing the responses to the Caltrans Draft PSR comments, Caltrans requested the SWDR be updated and revised based on the new requirement. The new requirements include Risk Level determination. HDR proceeded with revising the SWDR to Caltrans July 2010 and revising the report to include determination of Risk Level to the scope of services. Also, HDR was directed to provide a more detailed cost estimate breakdown used by District 11. After discussion with Caltrans, HDR revised the cost estimate to 11-page Cost Estimate provided by Caltrans. Additional project management was required to manage changes and conduct additional meetings to coordinate the effort. Please see below for the break down of additional services:

1. Updating SWDR report to the new requirements dated July 2010, and determination of Risk Level.
2. Additional project management and meetings with sub-consultants.

The fee for these out of scope tasks is \$3,500.

Item No. 4: Advisory and Mandatory Design Exception Fact Sheet

In developing the responses to the Caltrans Draft PSR comments, Caltrans requested the HDR to provide Advisory and Mandatory Design Exception Fact Sheet and DIB-78 based on the Revised HDM (May 2012).

The HDM requirements include three non-standard Mandatory Design Exceptions and two non-standard Advisory Design Exceptions. HDR proceeded with preparation of the Fact Sheets and submitted the documents for Caltrans approval. Additional project management was required to manage changes and conduct

additional meetings to coordinate the effort. Please see below for the break down of additional services:

1. Advisory Design Exception Fact Sheet preparation and approval.
2. Mandatory Design Exception Fact Sheet preparation and approval.
3. HDM revision (May 7, 2012)

The specific work items associated with this scope change are identified in the attached fee summary table for Item 5. The total cost to complete this additional analysis is \$9,000.

Item No. 5: Fact Sheets for Exceptions to Design Standards (FHWA review and approval)

The California Department of Transportation (Caltrans) has updated the Project Development Procedures Manual to reflect a new guideline with regards to FHWA review and approval for Exceptions to Design Standards Fact Sheets as listed in Appendix BB per Manual Change Transmittal on October 9, 2012. Item #8 (Federal Action) under Article 2 outline requests for design exceptions be approved by the Federal Highway Administration (FHWA) based on the facilities, such as interstate system, National Highway System (NHS), and funding mechanism. Formal FHWA approval is required for design exceptions to the 13 controlling criteria. Item #8 (Federal Action) shown in Appendix BB states: "Federal administration actions include FHWA approval of fact sheets for Interstate System Projects, the use of federal-aid funding, and changes in access control, and Caltrans approval of fact sheets for NHS projects." Based on the state maps of the National Highway System from the United States Department of Transportation Federal Highway Administration, State Route 78 is part of the NHS.

The specific work items associated with this scope change are identified in the attached fee summary table for Item 5. The total cost to complete this additional analysis is \$5,620.

Summary

The following table summarizes the additional costs as identified above.

Work Item	Requested Cost
Item 1	\$3,800
Item 2	\$3,400
Item 3	\$3,500
Item 4	\$9,000
Item 5	\$5,620
Total	\$25,320

HDR requests approval to amend the scope to include three additional services and revise the fee by \$25,320. This increase in fee will result in a contract budget of \$381,809.

We look forward to working with you to complete this important bridge widening Project Study Report. Please contact me at 714-730-2339 if you have any questions regarding this request.

Sincerely,
HDR Engineering, INC.



Camilo Rocha, P.E.
Project Manager



Thomas T. Kim, P.E.
Senior Vice President

**City of Oceanside
Mandatory and Advisory Fact Sheets
SR-78 Widening**

Amendment Fee Summary

HDR	Hourly Rate	\$ 220.07	\$ 102.88	\$ 165.41	\$ 110.03	\$ 80.65	TOTAL LABOR HOURS	TOTAL HDR LABOR DOLLARS
Task	Description	Project Manager	Highway Engineer	QA/QC	CADD	Admin		
Item No. 1	Revisions to the Traffic Volume Report and Operations Report							\$3,800
Item No. 2	Revisions to the Foundation Report							\$3,800.00
Item No. 3	Revisions to the Storm Water Data Report							\$3,400.00
Item No. 4	Advisory and Mandatory Design Exception Fact Sheet							\$9,003
1	Advisory Fact Sheet Preparation	2	6	2	2	1	13	\$1,688.96
2	Mandatory Fact Sheet Preparation	2	10	2	2	1	17	\$2,100.48
3	Advisory Fact Sheet-Submittal #2	1	4	1	1	1	8	\$987.68
4	Mandatory Fact Sheet-Submittal #2	2	6	1	1	1	11	\$1,413.51
5	Advisory Fact Sheet-Final Submittal	1	2	1	1	1	6	\$781.92
6	Mandatory Fact Sheet-Final Submittal	1	2	1	1	1	6	\$781.92
7	HDM Revisions (May 7, 2012)	1	2	2	3	2	10	\$1,248.05
Item No. 5	Mandatory Fact Sheet for the PSR (FHWA review and approval)							\$5,620
1	Mandatory Fact Sheet Preparation	4	16	2	8	4	34	\$4,060.05
2	Mandatory Fact Sheet-Submittal #2	2	4	1	2	4	13	\$1,559.74
HDR PHASE TOTAL LABOR		16	52	13	21	16	118	\$25,322.32
TOTAL DOLLAR		\$ 3,521	\$ 5,350	\$ 2,150	\$ 2,311	\$ 1,290	118	\$25,322.32

[ECR Bridge Widening at SR78 – 212.775606]

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of April, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “CITY”, and HDR Engineering, Inc., hereinafter designated as “CONSULTANT”.

RECITALS

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** The project is more particularly described as follows:

Provide engineering design and support services for the Project Study Report (PSR) for the El Camino Real/State Route 78 Bridge Widening project.

1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the Transportation Manager in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Transportation Manager, under the authority of the City Manager, shall be the CITY’S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Transportation Manager may delegate

[ECR Bridge Widening at SR78 – 212.775606]

authority in connection with this Agreement to the Transportation Manager's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Transportation Manager delegates authority to Richard Clements, Project Manager, Transportation Division.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the project report.
- 1.1.4 Design, prepare and submit to the Transportation Manager a final project study report as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Provide assistance to the City upon request by Transportation Manager to include the services listed below:
 - a. Hold regular project status meetings and provide meeting minutes for these meetings.
 - b. Prepare needed reports and notices for public meetings.
 - c. Attend public meetings with the Transportation Manager or his designees.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
 - 1.2.1 Provide access to any public improvement plans and records needed for CONSULTANT'S reference.
 - 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
 - 1.2.3 Upon request, verify the location of existing CITY owned utilities.

[ECR Bridge Widening at SR78 – 212.775606]

- 1.2.4 Provide all legal advertising mailings and postings required.
- 1.2.5 Provide overall project management.

2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the first draft of the project study report to the Transportation Manager no later than February 15, 2006. No work shall be performed by CONSULTANT beyond the Phase I stage until the Transportation Manager has given written approval of the preliminary design and authorization to perform Phase II.
- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the second draft of the project study report to the Transportation Manager no later than March 29, 2006. No work shall be performed by CONSULTANT beyond the Phase II stage until the Transportation Manager has given authorization to perform Phase III.
- 2.4 Phase III. CONSULTANT shall prepare and deliver the final project study report to the Transportation Manager no later than May 3, 2006.
- 2.5 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Transportation Manager no later than ten (10) calendar days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due. The Transportation Manager shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.6 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, facsimile, hand delivery or mail.
- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the

[ECR Bridge Widening at SR78 – 212.775606]

performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **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 Transportation Manager. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Transportation Manager. CONSULTANT shall be sole 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.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Transportation Manager.
- 6.0 **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 these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

- 7.1 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.

[ECR Bridge Widening at SR78 – 212.775606]

7.2 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	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.3 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'S Project Manager 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.

7.4 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

7.5 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the

[ECR Bridge Widening at SR78 – 212.775606]

state or be rated as A-X or higher by A.M. Best.

- 7.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy 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.
- 7.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.8 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.
- 7.9 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.
- 8.0 **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).

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

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of 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, expert fees, attorneys' fees and liability

[ECR Bridge Widening at SR78 – 212.775606]

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

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

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Transportation Manager determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

[ECR Bridge Widening at SR78 – 212.775606]

13.0 COMPENSATION.

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Transportation Manager. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$223,061.10.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Transportation Manager. CONSULTANT shall obtain approval by the Transportation Manager prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the Transportation Manager for verification of billings, within a reasonable time of the Transportation Manager's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Transportation Manager, and based upon the following partial payment schedule:

13.4.1 Prior to the first submittal of the concept plans, partial payments shall not exceed \$ 75,000.00.

13.4.2 Prior to the completion of Public Scoping Meeting, partial payments shall not exceed \$150,000.00.

13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of the final Project Study Report to the satisfaction of the

[ECR Bridge Widening at SR78 – 212.775606]

Transportation Manager.

- 14.0 **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, in accordance with Section 13. 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.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **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.

- 17.0 **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.

- 18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally

[ECR Bridge Widening at SR78 – 212.775606]

or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 CLAIMS.

No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20.0 NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
Transportation Manager
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

HDR Engineering, Inc.
attn: William Bennett, P.E.
1936 E. Deere Avenue, Suite 220
Santa Ana, CA 92705

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

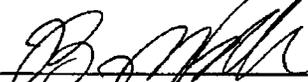
[ECR Bridge Widening at SR78 – 212.775606]

21.0 **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:

HDR ENGINEERING, INC.

By: 
William Bennett, P.E., Project Manager

By: 
Brent Felker, P.E., Principal-In-Charge

47-0680568
Employer ID No.

CITY OF OCEANSIDE

By: 
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

 DEPUTY
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange } SS.

On April 6, 2005 before me, Catherine M. Wightman,
(DATE) (NOTARY)

personally appeared Brent B. Felker
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Catherine M. Wightman
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

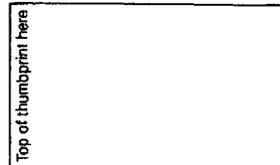
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF
SIGNER



ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange } ss.

On April 6, 2005 before me, Catherine M. Wightman,
(DATE) (NOTARY)
personally appeared William E. Bennett
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Catherine M. Wightman
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ (TITLE(S))
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER



ACORD CERTIFICATE OF LIABILITY INSURANCE

06/01/2006

DATE (MM/DD/YY)
05/25/2005

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

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

INSURERS AFFORDING COVERAGE

INSURED
1013472 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049
JEANNE CHRISTIE/SANTA ANA

INSURER A: ZURICH AMERICAN INS CO - O.P. KS
INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)
INSURER C: SENTRY INSURANCE A MUTUAL COMPANY
INSURER D: CONTINENTAL CAS (V.O. SCHINNERER)
INSURER E:

COVERAGES HDRIN01 SA

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO3504583	06/01/2005	06/01/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY	BAP3504584 TAP3504586	06/01/2005	06/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AGG \$ XXXXXXXX
B	EXCESS LIABILITY	AUC3808400 (EXCLUDES PROF. LIAB)	06/01/2005	06/01/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-14910-01	06/01/2005	06/01/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		90-14910-02	06/01/2005	06/01/2006	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER ARCHIS & ENGS PROFESSIONAL LIABILITY	PLA113978408	06/01/2005	06/01/2006	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: EL CAMINO REAL AT SR78; 08776-26330. CITY OF OCEANSIDE, ITS OFFICERS, AGENTS AND EMPLOYEES ARE LISTED AS ADDITIONAL INSUREDS, AS RESPECTS GENERAL LIABILITY COVERAGE, WHICH IS ON A PRIMARY BASIS AND ALL OTHER INSURANCE SHALL BE NON-CONTRIBUTORY, ONLY AS REQUIRED BY CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER

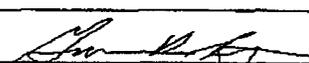
ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION (M5509)

2282767
CITY OF OCEANSIDE
ATTN: RICHARD CLEMENTS
300 NORTH COAST HIGHWAY
OCEANSIDE CA 92054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Additional Insured-Scheduled - Owners, Lessees or Contractors - Broad Form ZURICH

Policy No.
GLO3504583

Eff. Date of Pol.
6/1/05

Exp. Date of Pol.
6/1/06

Eff. Date of End.
6/1/05

Producer
37-385-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

"ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON A PRIMARY BASIS."

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

A. WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the SCHEDULE above whom you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY, but only if:

1. The "bodily injury" or "property damage" results from your negligence; and
2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to the additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to the additional insured person or organization that exceed the lower of:

U-GL-1177-A CW (9/03)

Page 1 of 2

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Certificate ID : 2282767

Misc Attachment : M5509

- a. The Limits of insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured does not apply to:
- 1. "Bodily injury", "property damage " or "personal and advertising injury" that results solely from negligence of the additional insured; or
 - 2. "Bodily injury", "property damage " or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 - 2. We receive written notice of a claim or "suit" as soon as practicable; and
 - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV -COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Additional Insured-Owners, Lessees or Contractors (Primary Insurance)

ZURICH

Policy No. GLO3504583	Eff. Date of Pol 6/1/04	Exp. Date of Pol 6/1/05	Eff. Date of End 6/1/04	Producer 37-385-000
--------------------------	----------------------------	----------------------------	----------------------------	------------------------

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Name of Person or Organization:

"ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON A PRIMARY BASIS."

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

SECTION II -WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV -COMMERCIAL GENERAL LIABILITY CONDITIONS.

ATTACHMENT 3

Document No. 07-D0681-1

11/14/07 (10)

CITY OF OCEANSIDE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

PROJECT: ECR Bridge Widening at SR78 – 212.775606

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 14th day of November, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and HDR Engineering, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and CONSULTANT are the parties to that certain Professional Services Agreement dated April 20th 2005, 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 re-start the preparation of the Project Study Report (PSR) for the SR-78/EI Camino Real Bridge Widening Project.

AMENDMENT

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

SECTION 1.0, SCOPE OF WORK: Is hereby amended to include the following additional work described herein:

1. Extra Work Authorized:
 - a. To evaluate the full reconstruction of the interchange assuming that the Rancho Del Oro interchange was not constructed, which included:
 - i. Aerial photo and mapping;
 - ii. Initial contact with utilities;
 - iii. Existing traffic data collection; and
 - iv. Preliminary evaluation of interchange concepts.
2. Project Re-Start and Remobilization; and
3. Update Traffic Analysis.

SECTION 2.0, TIMING REQUIREMENTS: Is hereby amended to allow 14 months from the date this amendment is signed by CITY.

ECR Bridge Widening at SR78 – 212.775606

SECTION 2.2, PHASE I: CONSULTANT shall prepare and deliver a copy of the first draft of the Project Study Report to the City Engineer no later than November 30, 2008. No work shall be performed by Consultant beyond the Phase I stage until the City Engineer has given written approval of the preliminary design and authorization to perform Phase II.

SECTION 2.3, PHASE II: CONSULTANT shall prepare and deliver a copy of the second draft of the Project Study Report to the City Engineer no later than December 30, 2008. No work shall be performed by Consultant beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.

SECTION 2.4, PHASE III: CONSULTANT shall prepare and deliver the final Project Study Report to the City Engineer no later than January 30, 2009.

SECTION 13, COMPENSATION: Is hereby amended by adding an amount of **\$115,928** for the additional work authorized and to re-start the project as set forth above, increasing the total compensation to an amount not to exceed **\$338,990**.

SECTION 13.1, For work performed by CONSULTANT in accordance with this agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this agreement without prior written approval of the City Engineer. Consultants compensation for all work performed in accordance with this agreement shall not exceed the total contract price of **\$338,990**.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval by the City Engineer. Consultant shall obtain approval by the City Engineer prior to performing any work which results in incidental expenses to City as set forth in Section 13.2.2.

SECTION 14.0, TERMINATION OF AGREEMENT: The Term of this agreement and amendment shall commence on the date it is signed by the later of the parties and continue for a period of 18 months from the date of such signature. CONSULTANT may request an extension of the agreement for a period of one additional year, which may be allowed by CITY at the sole discretion of the City Engineer.

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, in accordance with Section 13. 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.

ECR Bridge Widening at SR78 – 212.775606

SECTION 16.0 ENTIRE AGREEMENT: This amendment together with the agreement (4/20/2005) comprises the entire integrated understanding between the CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representatives or agreements. If there is any disagreement between the terms of this Amendment and the terms of the Agreement, this Amendment shall control.

SECTION 20.0 NOTICES: All notices, demands, requests, consents or other communications which this agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

CITY OF OCEANSIDE
CITY ENGINEER
300 NORTH COAST HWY.
OCEANSIDE, CA 92054

TO CONSULTANT:

HDR ENGINEERING, INC.
ATTN: WILLIAM BENNETT, P.E.
3230 El Camino Real, Suite 200
Irvine, CA 92602

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- A. Actual receipt at the offices of the party to whom the communications is to be sent, as designated above, or
- B. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return requested, addressed to the offices of the party to whom the communications is to be sent, as designated above.

ECR Bridge Widening at SR78 – 212.775606

SECTION 21.0 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.

SECTION 22.0 MISCELLANEOUS. The Transportation Manager is hereby replaced with the City Engineer whenever the title appears in the agreement.

Except as expressly set forth in this amendment, the agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

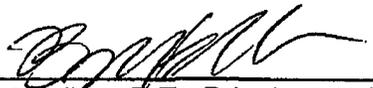
IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 18th day of June, 2007.

HDR ENGINEERING, INC.

CITY OF OCEANSIDE

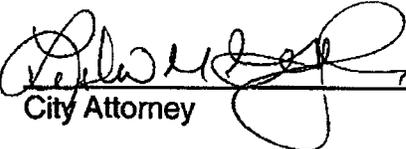
By: 
William Bennett, P.E., Project Manager

By: 
Peter Weiss, City Manager

By: 
Brent Felker, P.E., Principal-In-Charge

APPROVED AS TO FORM:

47-0680568
Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

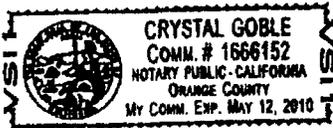
County of Orange

On June 18, 2007 before me, Crystal Goble, Notary Public

personally appeared William Bennett and Brent Felker

personally known to me

(or proved to me on the basis of satisfactory evidence)



Place Notary Seal Above

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Crystal Goble
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

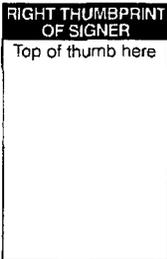
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

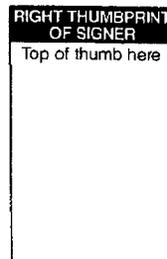
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2008

DATE (MM/DD/YY)
11/06/2007

PRODUCER
LOCKTON COMPANIES, LLC-1 KANSAS CITY
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

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

INSURERS AFFORDING COVERAGE

INSURED
1013472 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

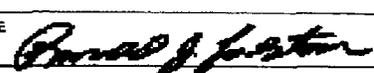
INSURER A: ZURICH AMERICAN INS CO - O.P. KS
INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)
INSURER C: SENTRY INSURANCE A MUTUAL COMPANY
INSURER D:
INSURER E:

COVERAGES SA THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR ITR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.	GLO3504583	06/01/2007	06/01/2008	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3504584	06/01/2007	06/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					BODILY INJURY (Per person) \$ XXXXXXXX
					BODILY INJURY (Per accident) \$ XXXXXXXX
					PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC AGG \$ XXXXXXXX
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	AUC3808400 (EXCLUDES PROF. LIAB)	06/01/2007	06/01/2008	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$ XXXXXXXX
					\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 90-14910-01 90-14910-02		06/01/2007 06/01/2007	06/01/2008 06/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
	A OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	EOC9260026-00	06/01/2007	06/01/2008	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CITY OF OCEANSIDE, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL AND AUTOMOBILE LIABILITY.

CERTIFICATE HOLDER 1120341 CITY OF OCEANSIDE ATTN: MS. JUNE LONG 300 NORTH COAST HIGHWAY OCEANSIDE CA 92054	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION [M5509][M6986] SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Additional Insured-Scheduled - Owners, Lessees or Contractors - Broad Form **ZURICH**

Policy No.
GLO3504583

Eff. Date of Pol.
6/1/07

Exp. Date of Pol.
6/1/08

Eff. Date of End.
6/1/07

Producer
37-385-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

"ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON A PRIMARY BASIS."

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

A. WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the SCHEDULE above whom you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY, but only if:

1. The "bodily injury" or "property damage" results from your negligence; and
2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to the additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to the additional insured person or organization that exceed the lower of:

U-GL-1175-A CW (9/03)

Page 1 of 2

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Certificate ID : 1120341

Misc Attachment : M5509

11/06/2007

- a. The Limits of insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured does not apply to:
- 1. "Bodily injury", "property damage " or "personal and advertising injury" that results solely from negligence of the additional insured; or
 - 2. "Bodily injury", "property damage " or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim:
 - 2. We receive written notice of a claim or "suit" as soon as practicable; and
 - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV -COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

RESOLUTION NO. 03--R641-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE SUPPORTING THE INTERIM RE-STRIPING OF EL CAMINO REAL AT THE STATE ROUTE (SR) 78 BRIDGE, THE INITIATION OF A PROJECT STUDY REPORT (PSR) FOR THE FUTURE BRIDGE WIDENING AND FOR A COMMITMENT TO WORK WITH THE CITY OF CARLSBAD AND CALTRANS IN LOCATING FUNDING FOR THE ENHANCEMENTS IDENTIFIED IN THE PROJECT STUDY REPORT.

WHEREAS, based on staff recommendation, this City Council finds striping of El Camino Real at State Route 78 to six through lanes as an interim configuration for the El Camino Real and SR 78 overpass and that the ultimate project is the full widening of the bridge structure over SR 78 to meet Caltrans standard lane and shoulder widths.

WHEREAS, the regional SANDAG program has identified the ultimate project for funding of the preliminary engineering and Project Study Report (PSR). The City Council of the City of Oceanside is committed to work to locate the funding for the enhancements identified through the PSR; this ultimate project is already programmed in the City's Capital Improvement Program and a recommendation for construction funding from local, regional and State sources will be forwarded for consideration in the next funding cycle.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

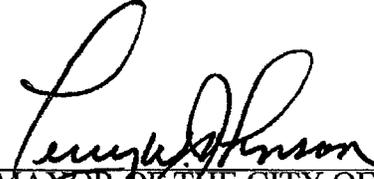
1. The City supports the initiation of a Project Study Report for the future widening of the SR 78/El Camino Real bridge and the interim re-striping of the bridge to six through lanes; and
2. The City is committed to identifying funds for the ultimate bridge widening project from state, regional and local funds; and
3. The City of Oceanside staff and the City of Carlsbad staff will develop a fair share proportional cost sharing arrangement for the ultimate bridge widening to be approved by both City Councils.

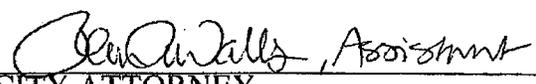
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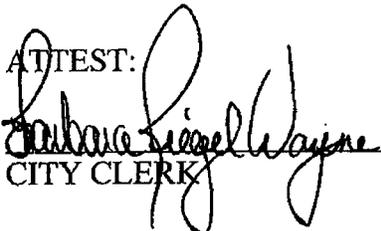
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PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
this 15th day of October, 2003, by the following vote:

AYES: JOHNSON, SANCHEZ, FELLER, CHAVEZ, WOOD
NAYS: None
ABSENT: None
ABSTAIN: None


MAYOR OF THE CITY OF OCEANSIDE
APPROVED AS TO FORM:


CITY ATTORNEY

ATTEST:

CITY CLERK

(A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE SUPPORTING THE INTERIM
RE-STRIPING OF EL CAMINO REAL AT THE STATE ROUTE (SR) 78 BRIDGE, THE INITIATION OF A
PROJECT STUDY REPORT (PSR) FOR THE FUTURE BRIDGE WIDENING AND FOR A COMMITMENT
TO WORK WITH THE CITY OF CARLSBAD AND CALTRANS IN LOCATING FUNDING FOR THE
ENHANCEMENTS IDENTIFIED IN THE PROJECT STUDY REPORT)

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RESOLUTION NO. 2003-204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, SUPPORTING THE RE-STRIPING ON THE SR-78/EL CAMINO REAL BRIDGE AND INITIATION OF THE PROJECT STUDY REPORT (PSR) FOR FUTURE WIDENING OF THE BRIDGE AND FOR CARLSBAD TO COMMIT TO COLLABORATE WITH OCEANSIDE AND CALTRANS IN IDENTIFYING FUNDING FOR THE ENHANCEMENTS IDENTIFIED THROUGH THE PSR PROCESS.

WHEREAS, the City Council of the City of Carlsbad, California, has determined that the re-striping of El Camino Real over the State Highway 78 bridge to provide six through traffic lanes as an interim configuration will help alleviate congestion; and

WHEREAS, the City Council of the City of Carlsbad, California, supports the City of Oceanside taking the lead in the temporary re-striping project on the bridge; and

WHEREAS, the City Council of the City of Carlsbad, California, recognizes that the ultimate project at this location is the full widening of the El Camino Real bridge structure over State Route 78 to meet Caltrans standard lane and shoulder width requirements; and

WHEREAS, the ultimate project is identified in the regional SANDAG program funds for completing the preliminary engineering and Project Study Report (PSR); and

WHEREAS, the City of Oceanside will be the lead agency in conducting the preliminary engineering and PSR for the ultimate bridge widening project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council is committed to identifying funds for the ultimate bridge widening project from State, regional, and local funds.

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3. That the City of Carlsbad staff and City of Oceanside staff will develop a fair share proportional cost sharing arrangement for the ultimate bridge widening to be approved by both City Councils.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Carlsbad City Council held on the 22nd day of JULY, 2003 by the following vote, to wit:

AYES: Council Members Lewis, Finnilla, Kulchin, Hall

NOES: None

ABSENT: Council Member Backard

Claude A. Lewis

CLAUDE A. LEWIS, Mayor

ATTEST:

Lorraine M. Wood

LORRAINE M. WOOD, City Clerk

(SEAL)

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