

AGREEMENT FOR INFRASTRUCTURE
DESIGN SERVICES FOR SAFE ROUTES TO SCHOOLS GRANT

This agreement for infrastructure design services for the City of Redlands' "Safe Routes To Schools" grant, Cycle 5 ("Agreement"), is made and entered into this 7th day of April, 2009 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Willdan Engineering ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide infrastructure design services for City's "Safe Routes To Schools" grant (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant public information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Alan Griffiths as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."
- 4.2 At any time during the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by City's City Manager. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Fifty-Eight Thousand Eighty Dollars (\$58,080). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided (1) the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, (2) that the number of hours of Services set forth in the invoice reflects the amount of time ordinarily expended for such Services by members of the profession currently practicing in the same locality under similar conditions, and (3) that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Alan Griffiths
Municipal Utilities and Engineering Dept.
City of Redlands
35 Cajon Street, Suite 15A
PO Box 3005 (mailing)
Redlands, CA 92373

Consultant

Ron L. Esplin
Senior Vice President
Willdan Engineering
650 East Hospitality Lane, Suite 400
San Bernardino CA 92408-3317

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance; generally. All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation or modification of the coverage limits of the policy except upon thirty (30) days prior written notice to City unless cancellation is due to nonpayment of premium, in which case, City shall be provided with ten (10) days prior written notice.
- 6.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Worker's Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 6.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.
- 6.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars

(\$1,000,000) per claim made and Two Million Dollars (\$2,000,000) annual aggregate.

- 6.6 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any subject of this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make or participate in:

- (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
- (iii) authorizing City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 **Attorneys' Fees.** In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 **Prohibition Against Assignment.** Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 **Documents and Records.** All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 **Independent Contractor Status.** Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 **Termination.**
- A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.
- C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed

Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

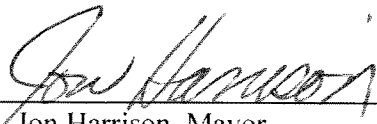
D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Books and Records. Consultant shall maintain any and all books, ledgers, invoices, accounts and all other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 8.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

WILLDAN ENGINEERING

By: 
Jon Harrison, Mayor

By: 
VICE PRESIDENT

Attest:

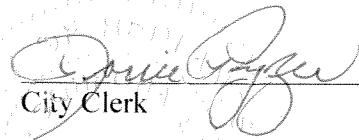

City Clerk

EXHIBIT A

SCOPE OF SERVICES

Background

The City has obtained a \$495,000 Safe Routes To Schools Grant from the State of California and needs to have various infrastructure items designed and engineered for construction at various school sites within the City or Redlands city limits. All work, design and construction, needs to be completed within the aforementioned grant amount which includes the City's 10% matching amount.

Scope of Work

This letter contains our proposal to perform infrastructure design for the City's Safe Routes To Schools Grant, Cycle 5. In addition to technical design and plan preparation for infrastructure work, this effort will include meetings with the City and School District staffs to clearly articulate the results of the technical design. The scope of work consists of the following eight tasks.

Task 1, Project Management

The objective of this task is to attend three meetings. 1) A project 'kick-off' meeting will be scheduled with City staff to review, in full detail, the requirements for the project. Willdan will conduct this meeting and provide a detailed explanation of the project scope and schedule indicating milestones, major activities and delivery dates to the City for review. Each aspect of the project will be discussed, including the design criteria, utility coordination, plan preparation, special provisions, estimates, and anticipated construction issues. 2) The '100% PDT' meeting will be held before City signatures are obtained. 3) The 'Pre-construction' meeting will be attended at the time of construction.

Additional meetings requested by the City shall be billed on a time-and-materials basis, per Willdan Engineering's rate schedule.

Task 2, Design Survey

Willdan will perform surveys necessary to design the sidewalk improvements for the sites at Kimberly Elementary School, Lugonia Elementary School and Montessori School. We will establish horizontal and vertical ground control necessary to produce a 1"=20' scale digital topographic map, established on the California Coordinate System.

The design survey will be limited to fifty (50) feet beyond the existing curb returns at all intersections and include all items within the public right-of-way. Additionally, we will take shots within the property so that the existing grades can be established to address drainage concerns and construct retaining walls.

We will take cross sections at fifty (50) foot intervals, or closer if necessary, at the three school sites. We will set nail and tins and establish benchmarks. Finally, Willdan will create right-of-way lines from available records, supplemented with assessor's information.

Task 3, Research and Development

Willdan will obtain available as-built drawings, survey data and utility contact information from the City of Redlands. The research may include assessor parcel maps, tract maps, recently completed or planned

improvement drawings, as-built drawings, municipal improvements such as water and sewer as-builts, atlases, and/or GIS information. Willdan will verify known underground utilities to avoid conflicts with proposed street improvements.

Task 4, Utility Notifications

Willdan will contact all utility companies within the project limits and request current utility atlases and as-built information.

Willdan will mail notices to utility companies in accordance with City's procedures. Documentation of contacts and responses will be copied to the City. Willdan will prepare utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan can transmit these notices under Willdan's letterhead; however, the City shall be responsible for any fees assessed to Willdan by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan's utility coordinator.

Willdan will also provide utility dispositions identifying existing utility locations above and below ground.

Willdan is responsible for the following:

- 1) Notify and coordinate with the utility agencies regarding the project-related modification of their facilities. Determine special requirements for utility facilities including protection, right-of-way, and construction methods within the vicinity of the utility.
- 2) The objectives of this task are to make 'Preliminary,' 'Second' and 'Final' utility notices and to hold a 'Utility Field' meeting.
- 3) Submit a preliminary and final set of plans to each utility company that provides the location, elevation of the utility, and the conflict area clouded to show the utility companies the areas that conflict.
- 4) Verify that the project's final design is compatible with known utilities in the project area to be installed, relocated, adjusted or otherwise modified, including adding utility relocation windows into the construction schedule as necessary.

Willdan will provide the City a copy of transmittals, submittals, and letters sent to utilities and agencies regarding the project.

Tasks 5, 35% Level Completion

Willdan will prepare the Preliminary 35% Design Plans and Table. The Preliminary 235% Design Plans will show, in plan view, the proposed street improvements in accordance with the City's RFP.

The Preliminary 35% Design Plans is intended to include the following:

- 1) Design Survey.
- 2) Potential project impacts to existing private improvements and utilities will be identified.
- 3) Proposed improvements of curb, gutter, driveway, drainage devices, etc.
- 4) Engineer's Estimate.

Preliminary Design Estimates – Preliminary quantities will be determined based on AutoCAD Land Desktop and Civil 3D software. Quantity backup calculations will be compiled and submitted upon request. Willdan will develop estimates of probable construction costs based on cost data compiled by Caltrans, and recent bid results provided by the City. The estimates will be prepared electronically in Microsoft Excel spreadsheets.

Tasks 6, Plans and Estimates (P&E)

The general scope of Willdan's services for this phase of work consists of the preparation of 80%, 100%, and final improvements plans, table with listed improvements for 11 of the 14 school sites, and engineer's construction cost estimate.

Prepare Final Plans – Willdan will prepare final design plans that include street improvement, signing and striping, plans to facilitate the proposed improvements. The final plans will be computer-drafted in AutoCAD format on City standard base sheets. The plans will be prepared at a horizontal scale of 1"=20'. Final drawings will be stamped and signed by a California registered professional engineer.

Prepare Final Specifications - The City will provide Willdan with its boilerplate specifications and general technical provisions in the current version in Microsoft Word for Windows format. Willdan will be responsible for compiling the project specifications, signed by a Civil Engineer registered in the State of California, which are complete and ready for bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction) and subsequent amendments) will be used for the project, except for signing and striping. The technical portion of the Caltrans Standard Specifications will be used for the signing and striping.

Prepare Final Engineer's Estimate – Willdan will prepare a detailed engineer's estimate in Microsoft Excel spreadsheet format. The items will be arranged in chronological order of construction. The estimate will be based upon recent bid prices for similar projects as maintained by the City, Willdan and Caltrans. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request.

Willdan will deliver to the City the following documents:

- 1) One (1) set of original drawings of the final design;
- 2) Two (2) sets of blue lines of the final design;
- 3) One (1) CD containing original drawings of the final design;
- 4) Two (2) copies of final quantity calculations and cost estimate; and
- 5) Two (2) copies of necessary documentation.

Tasks 7, Quality Assurance

Prior to the submittal of a project to the City, the appropriate staff members will review the project to ensure all information is accurate. The staff assigned to do this are those that are not directly involved in the project. This enables objectivity in the review and catches mistakes that may not be caught by staff members too close to the work. The Project Manager will also field walk the project to make sure the plans adequately addresses all of the necessary improvements. This is an important step in the project to mitigate for potential change orders during construction.

Tasks 8, Construction Support

Willdan will be available to answer questions regarding the technical provisions of the contract special provisions, the design drawings, or design issues brought up during the bidding process and pre-construction meeting. The preparation of addenda regarding omissions or conflicts in the design will be prepared at no charge to the City.

EXHIBIT B

PROJECT SCHEDULE

Willdan Engineering shall complete all infrastructure design and plans within 4 months from the City's Notice to Proceed.

EXHIBIT C

PROJECT COSTS

The estimated fee to complete all infrastructure design and plans is \$58,080, per Willdan Engineering's fee proposal received by the City on February 4, 2009.

EXHIBIT D

WILLDAN ENGINEERING Schedule of Hourly Rates Effective July 1, 2008 to June 30, 2009

ENGINEERING		LANDSCAPE ARCHITECTURE	
Principal Engineer	\$200.00	Group Manager	180.00
Group Manager	180.00	Principal Landscape Architect	150.00
City Engineer	180.00	Senior Landscape Architect	125.00
Project Manager	180.00	Associate Landscape Architect	115.00
Program Manager	180.00	Assistant Landscape Architect	100.00
Supervising Engineer	160.00		
Senior Engineer	145.00		
Senior Design Manager	145.00		
Design Manager	135.00		
Associate Engineer	135.00		
Senior Designer	130.00		
Senior Design Engineer II	130.00		
Senior Design Engineer I	125.00		
Designer II	120.00		
Designer I	115.00		
Design Engineer II	120.00		
Design Engineer I	115.00		
Senior Drafter	110.00		
Drafter II	100.00		
Drafter I	95.00		
Technical Aide	85.00		
CONSTRUCTION MANAGEMENT			
Group Manager	180.00		
Project Manager	180.00		
Senior Construction Manager	155.00		
Construction Manager	145.00		
Assistant Construction Manager	120.00		
Utility Coordinator	125.00		
Labor Compliance Manager	120.00		
Labor Compliance Specialist	95.00		
INSPECTION SERVICES			
Supervising Public Works Observer	120.00		
Senior Public Works Observer	110.00		
Public Works Observer	**100.00/110.00		
Assistant Public Works Observer	**100.00/110.00		
SURVEYING			
Group Manager	180.00		
Supervisor - Survey & Mapping	155.00		
Senior Survey Analyst	130.00		
Certified Party Chief	130.00		
Senior Calculator	120.00		
Calculator II	110.00		
Calculator I	100.00		
Survey Analyst II	115.00		
Survey Analyst I	100.00		
Survey Party Chief	115.00		
Field Party (One)	180.00		
Field Party (Two)	235.00		
Field Party (Three)	295.00		
		BUILDING AND SAFETY	
		Group Manager	180.00
		Supervising Plan Check Engineer	150.00
		Building Official	150.00
		Plan Check Engineer	140.00
		Deputy Building Official	140.00
		Inspector of Record	140.00
		Senior Plans Examiner	125.00
		Supervising Building Inspector	125.00
		Plans Examiner	115.00
		Senior Building Inspector	115.00
		Supervisor Code Enforcement	115.00
		Building Inspector	**105.00/110.00
		Supervising Construction Permit Specialist	105.00
		Senior Construction Permit Specialist	100.00
		Senior Code Enforcement Officer	95.00
		Assistant Building Inspector	**95.00/110.00
		Code Enforcement Officer	80.00
		Construction Permit Specialist	80.00
		Assistant Construction Permit Specialist	85.00
		Plans Examiner Aide	75.00
		Assistant Code Enforcement Officer	70.00
		PLANNING	
		Group Manager	180.00
		Principal Planner	150.00
		Principal Community Development Planner	150.00
		Senior Planner	130.00
		Senior Community Development Planner	130.00
		Associate Planner	115.00
		Associate Community Development Planner	115.00
		Assistant Community Development Planner	105.00
		Assistant Planner	105.00
		Planning Technician	85.00
		Community Development Technician	85.00
		ADMINISTRATIVE	
		Computer Data Entry	65.00
		Clerical	65.00
		Word Processing	65.00
		Personal Computer Time	30.00
		Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.	
		** Prevailing Wage Project, Use \$110.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2008 thru June 30, 2009, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area, but not more than five percent per year.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
02/18/09

PRODUCER

Dealey, Renton & Associates
P. O. Box 10550
Santa Ana, CA 92711-0550
714 427-6810

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

Willdan Engineering
2401 E. Katella Avenue, Ste. 300
Anaheim, CA 92806

INSURER A: Zurich American Insurance Co.

INSURER B: American Automobile Ins. Co.

INSURER C: XL Specialty Insurance Co.

INSURER D:

INSURER E:

COVERAGES

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	GLO904316303	11/09/08	11/09/09	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$10,000
	☒ CONTRACTUAL				PERSONAL & ADV INJURY \$1,000,000
	☒ BFPD, XCU				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC				
A	AUTOMOBILE LIABILITY	BAP904316203	11/09/08	11/09/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80967141	11/09/08	11/09/09	☒ WC STATUTORY LIMITS ☐ OTHER \$
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPR9614659	11/09/08	11/09/09	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services

Re: Traffic and street improvement

City of Redlands is additional insured as respects to General and Auto

(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

City of Redlands
Alan Griffiths, Municipal Utilities & Eng. Dep
35 Cajon Street #15A
PO Box 3005
Redlands, CA 92373

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

DESCRIPTIONS (Continued from Page 1)

Liability as required by written contract. Primary and Non-Contributing coverage applies to GL & Auto Liability as required by written contract.
(INDUSTRY)



ZURICH

**Additional Insured – Automatic – Owners, Lessees Or
Contractors - Broad Form**

Policy No.	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End	Producer	Add'l Prem.	Return Prem.
GLO904316303	11/09/08	11/09/09	11/09/08	Dealey, Renton	\$ N/A	\$ N/A

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy wider a written contract or written agreement.
- B. The insurance provided to additional insureds 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 any 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 any additional insured person or organization that exceed the lower of:
 - 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 person or organization 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 any additional insured person or organization 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 TV - 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement effective 02/18/09	
Named Insured Willdan Engineering	

SCHEDULE

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

City of Redlands
Alan Griffiths, Municipal Utilities & Eng. Dep
35 Cajon Street #15A
PO Box 3005
Redlands, CA 92373

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

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