AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

This AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF BELL, a municipal corporation ("City") and TRANSTECH ENGINEERS, INC., a California corporation ("Contractor") is effective as of the 10th day of October, 2018.

RECATALS

A. In December 2016 City issued a Request for Proposal for design services for the improvements related to the Florence Avenue Pedestrian Project. The services were divided into two phases: i) design, and ii) plans, specification, and costs estimate ("PS&E"). Contractor was selected to provide these services from the proposals the City received.

B. City and Contractor entered into that certain agreement dated May 10, 2017 ("Agreement") whereby Contractor agreed to first provide Phase I design services for the improvements related to the Florence Avenue Pedestrian Project, which services included preparation of concept plans and development of final design criteria and scope.

C. At the request of City, Contractor subsequently coordinated its design with the City approved design concept for the Atlantic Avenue Improvement Project.

D. Phase I is now complete and City has approved the concept plans and the final design criteria that will be used for the preparation of the PS&E package in Phase II.

E. By this Amendment No. 1, the City and Contractor now desire to amend the Agreement for Contractor to provide Phase II PS&E services for one (1) year following the date and year first-above written.

F. With Amendment No. 1, the total maximum compensation due to Contractor under the Agreement, as amended, will increase from $78,185.00 to $261,785.00, comprised of the compensation for the design services provided in the Agreement ($78,185.00) and the compensation for the PS&E services provided for in this Amendment No. 1 ($183,600.00).

G. Except as amended hereby, this Amendment No. 1 is subject to the same terms and conditions as provided in the Agreement.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text is identified in bold italics, deleted text in strikethrough)

   a. Section 2.1, Contract Sum, shall be amended to read as follows:

   "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated
herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Seventy Eight Thousand One Hundred Eighty-Five Dollars and No Cents ($78,185.00)** **Two Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and No Cents ($261,785.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.”

b. Section 3.4, Term, shall be amended to read as follows

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from May 10, 2017 through October 10, 2019 until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

c. Section IV of Exhibit C, Schedule of Compensation, shall be amended to read as follows:

“The total compensation for the Services shall not exceed **Seventy Eight Thousand One Hundred Eighty-Five Dollars and No Cents ($78,185.00)** **Two Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and No Cents ($261,785.00)** as provided in Section 2.1 of this Agreement.”

d. Exhibit A-1, Scope of Phase II PS&E Services, attached hereto and by this reference incorporated herein, is hereby added to Exhibit A of the Agreement.

e. Exhibit C-1, Schedule of Compensation for Phase II PS&E Services, attached hereto and by this reference incorporated herein, is hereby added to Exhibit C of this Agreement.

f. Exhibit D-1, Schedule of Performance for Phase II PS&E Services, attached hereto and by this reference incorporated herein, is hereby added to Exhibit D of this Agreement.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.
City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]
Fidencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

TRANSTECH ENGINEERS, INC.

By: [Signature]
Name: Allen Cayir
Title: Chief Executive Officer

By: [Signature]
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson, Ave.
          Chino, CA 91710

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.
CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN BERNARDINO

On OCT. 23, 2018 before me, MONICA CATABAY, NOTARY PUBLIC,
(person insert name and title of the officer)

personally appeared ALLEN CAYIR AND SYBIL CAYIR,

who 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/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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/or the purpose of

containing _____ pages, and dated __________.

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing: __________________________________________________________________________________________

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notorial event is detailed in notary journal on:
Page # _____ Entry # ______

Notary contact:

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ Other:

Names(s) of Person(s) or Entity(ies) Signer is Representing:

______________________________________________________________________________________________
EXHIBIT “A-1”

SCOPE OF PHASE II PS&E SERVICES

I. Contractor will perform Phase II plans, specifications, and cost estimate (“PS&E”) services as set forth in Exhibit A-1 (“Phase II PS&E Services”). The Phase II PS&E Services shall include, but shall not be limited to, the following:

A. Task 1: Contractor shall prepare improvement plans per the approved alignment and design criteria approved by the City in Phase I. Plans shall include traffic signal modification plans, pedestrian signal plans, street lighting plans, landscape and irrigation plans, signing and striping plans and other details as necessary.

Plans will be sufficiently detailed to advertise and construct the project, including the following, as determined to be necessary by the Contractor and City jointly:

- Traffic signal modification/pedestrian signal plan
- Signing and striping plan
- Special provisions
- Processing and approvals
- Hydrology
- Plan and profile drawings
- Curb, gutter & sidewalk
- Contract documents
- ADA improvement details
- Utility adjustments/relocations

B. Task 2: Traffic control plans are not required. However, the specifications provided by Contractor shall concisely define the lane and detour closure approach to minimize traffic and pedestrian impacts, and accommodate staged work requirements. The specifications shall also note that traffic control shall be performed in accordance with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

C. Task 3: Contractor shall perform surveying for design development.

D. Task 4: Contractor shall perform research to establish location of utilities in the areas where proposed improvements may impact such utilities. This research will consist of issuance utility notices to utility companies and showing existing available information on the plans.

E. Task 5: Contractor shall coordinate with Southern California Edison for any new electrical service/feed points.

F. Task 6: Contractor shall prepare technical specifications for the proposed improvements. The City will provide the standard format and administrative section of the specifications.

G. Task 7: Contractor shall prepare probable cost of the proposed improvements.

H. Task 8: Contractor shall submit plans to the City for review at various design levels (preliminary, draft final, final).

01135.0006/509991.2
I. Task 9: Contractor shall conduct a field walk-through with the City during the first and second PS&E submittals.

J. Task 10: Contractor shall meet with City staff to review the submittals and discuss City comments.

K. Task 11: Contractor shall revise/update plans per comments.

L. Task 12: Contractor shall prepare a final set of PS&E Package for City staff’s final review and approval.

M. Task 13: Contractor shall, upon City staff’s approval, submit a signed and stamped PS&E package, which City will process for necessary approvals, and advertise for construction bids.

N. Task 14: Contractor shall provide project documents and files to City in electronic format.

O. Task 15: Contractor shall, during bid advertisement, attend pre-construction meeting, and assist City staff in responding to questions from bidders and providing clarifications related to the project plans and specifications, including providing technical answers for Addenda issuance.

P. Task 16: Contractor shall, during construction, be available for consultation and assistance to assist the City staff to clarify or explain items relating to the design. City staff will provide Construction Phase Services (construction management, inspection, contract administration, contract administration, labor compliance, materials testing and inspection, and project management).

Q. Task 17: Contractor shall submit to the City, for construction budgeting purposes, preliminary construction estimates with PS&E submittals at 70% and 90% completion, and any significant updates of the estimates as design work progresses. Contractor shall prepare the final detailed construction quantity and cost estimate. Plans and specifications shall be signed and stamped by the Contractor before submitting.

R. Task 18: As Needed Support Services for Bidding and Construction Phases:

i. Bidding Phase as needed support services: During bid advertisement, Contractor shall attend pre-construction meetings, and assist City staff in responding to questions from bidders and providing clarifications related to the project plans and specifications, including providing technical answers for Agenda issuance. Contractor shall only perform these services if requested by City, and such request is at City’s sole discretion.

ii. Construction Phase as needed support services: During construction, Contractor shall be available for consultation and assistance to assist the City staff to clarify or explain items relating to the design. Contractor shall only perform these services if requested by City, and such request is at City’s sole discretion.

II. As part of the Phase II PS&E Services, Contractor will prepare and deliver the following tangible work products to the City:
A. Contractor shall submit the Preliminary PS&E to the City for City review.

B. Contractor shall submit the Draft Final Design to the City for City review.

C. Contractor shall submit the Final Design PS&E to the City for City review.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City updated of the status of performance by delivering the following status reports:

A. Weekly updates.

B. Meeting 1 between Contractor and City shall be scheduled by December 10, 2018.

C. Meeting 2 between Contractor and City shall be scheduled by March 8, 2019.

D. Meeting 3 between Contractor and City shall be scheduled by June 10, 2019.

E. Meeting 4 between Contractor and City shall be scheduled by September 10, 2019.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel as necessary to accomplish the Services:

A. Ali Cayir, Project Manager

B. Okan Demirci, Deputy Project Manager

C. Joseph De Peralta, Project Engineer

D. Jana Robbins, Senior Traffic and Transportation Planner

E. Karen Vigil, Associate Engineer

F. Richard Deal, Traffic Engineer

G. David Ragland, Civil Engineer

VI. Consultant will utilize the following subcontractors to accomplish the Services:

A. Lost West Landscape Architects
EXHIBIT “C-1”

SCHEDULE OF COMPENSATION FOR PHASE II PS&E SERVICES

I. Using the Tasks identified in Section I of Exhibit A-1, Contractor shall perform and complete Tasks 1-17 based on the following sub-budget irrespective of the number of hours and cost it actually takes Contractor to complete each Task. Tasks 18 shall be performed on an as needed basis upon request from the City, which request is within City’s sole discretion. The Task 18 sub-budget reflects a budgeted amount that is only to be billed if Task 18 services are requested by City and based on actual hours spent.

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<thead>
<tr>
<th>Task</th>
<th>Sub-Budget</th>
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<tr>
<td>Task 1-17 (Fixed Fee)</td>
<td>$174,850.00</td>
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<td>(Fixed Fee)</td>
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<tr>
<td>Task 18 (As Needed)</td>
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<td>(Only to be billed if such services are requested by City and based on actual hours spent)</td>
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<tr>
<td>Total Not-to-Exceed Amount for Phase II PS&amp;E Services</td>
<td>$183,600.00</td>
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II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Phase II PS&E Services in Tasks 1-17 in three (3) deliverables as follows:

A. Upon the submission of the Preliminary PS&E to the City, City will pay Contractor $52,455.00, being 30% of the Sub-Budget Fixed Fee for Tasks 1-17 in Section I of Exhibit C-1.

B. Upon the submission of the Draft Final Design to the City, City will pay Contractor $78,682.50, being an additional 45% of the Sub-Budget Fixed Fee for Tasks 1-17 in Section I of Exhibit C-1.

C. Upon the submission of the Final Design PS&E to the City, City will pay Contractor $43,712.50, being the remaining 25% of the Sub-Budget Fixed Fee for Tasks 1-17 in Section I of Exhibit C-1.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

01135.0006/509991.2
A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for all Services in this Agreement (including Phase II PS&E Services) shall not exceed Two Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and No Cents ($261,785.00) as provided in Section 2.1 of this Agreement.
EXHIBIT “D-1”

SCHEDULE OF PERFORMANCE FOR PHASE II PS&E SERVICES

I. Consultant shall perform the Phase II PS&E Services described in Section 1 of Exhibit A-1 timely in accordance with the following schedule beginning on October 10, 2018 (e.g. Month 1 shall be October 10, 2018 through November 10, 2018, etc.):

Following is the estimated Project Schedule, which includes time allocation for City Review Times:

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<th>TASKS AND TIME DURATIONS</th>
<th>Month 1</th>
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II. The City approved Schedule of Performance shall establish dates for Consultant to deliver the following tangible work products to the City:

A. By February 10, 2018, Contractor shall submit the Preliminary PS&E to the City for City review.

B. By March 8, 2018, Contractor shall submit the Draft Final Design to the City for City review.

C. By August 9, 2018, Contractor shall submit the Final Design PS&E to the City for City review.
III. The Contract Officer may approve extensions for performance of the Phase II PS&E Services in accordance with Section 3.2.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is AN ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
790 E Colorado Blvd., #460
Pasadena, CA 91101
License #0020739

INSURED
Transect Engineers, Inc.
13367 Benson Ave.
Chino, CA 91710
909 695-6599

CONTACT
NAME: Marie Swaney
PHONE: (626) 844-3070
FAX: (626) 844-3070
E-MAIL: msweeney@dealeyrrenton.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity Co. of Connecticut
NAIC # 25682
INSURER B: Travelers Property Casualty Co of America
NAIC # 25674
INSURER C: Hartford Casualty Insurance Co.
NAIC # 29424
INSURER D: Berkeley Insurance Company
NAIC # 32603

COVERAGES
CERTIFICATE NUMBER: 1427043769

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

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<th>INSURER</th>
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<td>WORKERS' COMPENSATION</td>
<td>EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is follow form to its underlying Policies: General Liability/Auto Liability/Employees Liability. Professional Liability is E&O Liability.

Re: Amendment #1, Florence Avenue Pedestrian Improvement Design Services - City of Bell, its elected and appointed officers, directors, employees and agents are named as an additional insureds as respects general & auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). Professional Liability policy has a deductible which is: $50,000. CANCELLATION: 30 Day Notice of Cancellation will be sent to the certificate holder.

CERTIFICATE HOLDER

City of Bell
6330 Pine Avenue
Bell CA 90201

CANCELLATION 30 Day Notice

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEGAA5O8A
Effective Date: 09/01/2018
Effective hour is the same as stated on the Information Page of the policy.
Endorsement Number:
Transtech Engineers, Inc.
Chino, CA 91710
909 595-8599

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 09/01/2019
SCHEDULED ADDITIONAL INSURED
(Architects, Engineers and Surveyors)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:
City of Bell
6330 Pine Avenue
Bell CA 90201

PROJECT/LOCATION OF COVERED OPERATIONS:
Re: Amendment #1, Florence Avenue Pedestrian Improvement Design Services - City of Bell, its elected and
appointed officers, directors, employees and agents.

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

The insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured ap-
3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.