



Agreement/contract coversheet

DATE: March 31, 2021

TO: Armando G. Villa, City Manager ^{DS} AGV

CC:

Department	Date	Initials
Jeff B. Wyman, Assistant City Manager	4/1/2021	^{DS} JBW
Wendy Preece, Deputy Finance Director	4/1/2021	^{DS} WPD
Rochelle Clayton, Deputy City Manager	4/5/2021	^{DS} RC
Jeffrey T. Melching, City Attorney	4/5/2021	^{DS} JTM
Sarah A. Manwaring, City Clerk	4/5/2021	^{DS} SAM

Agreement Routed/Approved by City Attorney: 3/31/2021 (Via email, attached)

INSURANCE REQUIREMENTS				
CATEGORY	APPLICABLE	NOT APPLICABLE	WAIVED	EXPIRATION DATE
General Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1/1/2022
Automobile Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1/1/2022
Worker's Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1/1/2022
Professional Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8/15/2021
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
APPROVED/REVIEWED BY RISK MANAGEMENT (R. Cardenas, Risk Manager):		^{DS} DocuSigned by: Robert Cardenas 218C854AF184497...		

FROM: Haile Ford, Senior Engineer ^{DS} HJF
 Carlos Geronimo, Principal Engineer ^{DS} CG
 Margarita Cornejo, Financial Services Manager ^{DS} MC

SUBJECT: Amendment No. 1 to Professional Services Agreement between the City of Meniffee and Rick Engineering Company for CIP 21-09 (Murrieta Road and Sun City Blvd. Traffic Signal) for Civil Design Plans, Specifications, and Estimate "PSE &E" Services.

IS THE AGREEMENT/CONTRACT WITHIN THE CITY MANAGER'S SIGNATURE AUTHORITY?

- ☒ Yes – ☐ Purchase of Commodities Under \$50,000 ☐ Professional Services under \$25,000
☒ Change Order under \$25,000 or less than 10% of original contract (supplies, equipment, services or construction contracts)
☐ Increase the term for less than 60 days
☐ Public Works Contract for \$60,000 or less

☐ No – City Council authorized City Manager to sign (Council action attached)

WHY IS THIS AGREEMENT/CONTRACT NEEDED?

The agreement between the City and Rick Engineering provides plans, specifications, and estimate services for CIP 21-09: Murrieta Road and Sun City Boulevard Traffic Signal. Rick Engineering will provide Project Administration and SCE Coordination, Topographic Survey and Boundary Mapping, Utility Research, Plans, Specifications and Estimate (PS&E) Submittal, Final Mylars, Bid Phase Services and Construction Phase Services, and Record Drawings. The intent of this

* Please attached a second page for additional information to support this agreement.

agreement is to support the City with the design, utility coordination, and construction for CIP 21-09 Murrieta Road and Sun City Boulevard Traffic Signal.

On September 2, 2020 Rick Engineering was awarded a Professional Services Agreement for CIP 21-09 (Murrieta Road and Sun City Blvd. Traffic Signal) for Civil Design Plans, Specifications, and Estimate "PSE &E" Services. **Amendment No. 1 to the agreement reflects additional design work needed for drainage analysis that was not specified in the RFP.**

WHAT IS THE TOTAL LENGTH OF THE AGREEMENT/CONTRACT?

The term of the agreement will remain the same.

WHAT IS THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT/CONTRACT?

The total of Amendment No. 1 is for **\$6,415** (Not-to-Exceed Amount) representing an increase of 9.75% for a revised agreement total of \$72,195.

HOW WAS THE VENDOR/CONSULTANT/CONTRACTOR DECIDED ON?

In June of 2019 staff prepared and released a Request for Proposal (RFP) and Rick Engineering Company has been selected as the top ranked firm.

Supplies/Equipment/Maintenance/Construction

- ☐ \$5,000 - \$49,000 – Three Written Quotes
☐ Over \$50,000 – Competitive Bidding and Formal Proposals

Public Works Projects

- ☐ Under \$60,000 – Purchase Order, Contract (Prudent Judgement)
☐ \$60,000 - \$200,000 – Informal Bidding Process
☐ Over \$200,000 – Formal Bidding Required

Prior Contract/Experience with the City

- ☒ Yes

Professional Services

- ☒ Under \$25,000 – City Manager
☐ Over \$25,000 – City Council Approval

WHERE ARE THE FUNDS COMING FROM?

FY 20/21 Project Budget

WHAT GENERAL LEDGER ACCOUNT NUMBER SHOULD BE USED FOR THE PURCHASE ORDER?

526-4555-58107 (DIF Citywide- Murrieta Rd/Sun City Blvd Traffic Signal)

IS THERE SUFFICIENT BUDGET? WHAT IS THE AVAILABLE BUDGET?

As of 3/31/2021 Account #526-4555-58107 has a balance of \$624,903 (See attached Eden Report).

ATTACHMENTS
- CONTRACT/AMENDMENT
- CERTIFICATES OF INSURANCE
- EMAIL TO CITY ATTORNEY FOR REVIEW/APPROVAL
- EXPENDITURE STATUS REPORT (AVAILABILITY OF FUNDS)

**AMENDMENT NO. 1 TO
AGREEMENT BETWEEN RICK ENGINEERING COMPANY
AND THE CITY OF MENIFEE FOR CIP 21-09: MURRIETA ROAD AND SUN CITY BLVD.
TRAFFIC SIGNAL - CIVIL DESIGN PLANS, SPECIFICATIONS,
AND ESTIMATE ("PS&E") SERVICES**

This is Amendment No. 1 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on **August 19, 2020** and between the City of Menifee ("City") and **RICK ENGINEERING COMPANY** ("Consultant") for **CIP 21-09: MURRIETA ROAD AND SUN CITY BLVD. TRAFFIC SIGNAL (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES** which Amendment is made and entered into on April 5, 2021, **2021** to increase the scope of work and compensation amount as indicated below:

1. Section 1.6, "Covid-19 Safety" is included to read as follows:

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

2. Section 2, "Compensation" is amended to read as follows: increasing the contract amount by: **\$6,415.00 (SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND ZERO CENTS)**

Section 2. City hereby agrees to pay Contractor a sum not to exceed **\$72,195.00 (SEVENTY TWO THOUSAND ONE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

3. Exhibit A, Scope of Services is supplemented to include **Amendment No. 1 Scope of Work Additional Work**, which supplement is attached as Exhibit A hereto. **"Amendment No. 1 Scope of Work Additional Work (Amendment No. 1)"** is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement
4. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

DocuSigned by:



A96907ED91464C0...

Armando G. Villa, City Manager

Attest:

DocuSigned by:



276D93A0122A4CB...

Sarah A. Manwaring, City Clerk

Approved as to Form:

DocuSigned by:



DABE888180C4BB...

Jeffrey T. Melching, City Attorney

RICK ENGINEERING COMPANY

DocuSigned by:



B28F90F37B414E3...

Kevin Gibson, Principal

DocuSigned by:



11F4C1F0B025413...

Carson Edgington, Associate

Amendment No. 1 Scope of Work Additional Work



Contract Addendum

Rick Engineering Company Job No. 18395-C
February 9, 2021
Revised: March 30, 2021
Addendum No. 1
Page 1 of 2
Sent via email.

Haile Ford
City of Menifee
29844 Haun Road
Menifee, California 92586

JOB DESCRIPTION: CIP 21-09: MURRIETA ROAD & SUN CITY BOULEVARD TRAFFIC SIGNAL PS&E

The following additional tasks have been performed to support the development of the 30% Plans, Specifications and Estimate (PS&E) package submitted for City review. The work described below was not specifically defined in the original Request for Proposal nor the authorized Task Order, therefore Rick Engineering Company is requesting authorization for additional services related to the work performed. The following tasks and hours allocated to perform the work are provided below to support the request. In addition, the attached fee matrix shows an hourly breakdown for these services in the shaded area. Please review the information and let us know if you have additional information.

By signing below as indicated, Rick Engineering Company is authorized to expend an additional \$6,415.00, bringing the total amount authorized as of this date to \$72,195.00, to perform work in conjunction with our contract dated August 19, 2020.

Additional Scope of Work:

A. Alternatives Analysis

Prepare three design alternatives to evaluate the current drainage corridors within the Murrieta Road and Sun City Boulevard intersection and improve drainage conditions and alleviate geometric deficiencies. The evaluation included developing two strategies for reconfiguring curbs and cross gutters and one that included extending sub-surface storm drain system to the intersection. Tasks in this analysis included the following:

- Preparation of a preliminary drainage analysis to determine flow paths and contributing surface areas, gutter conveyance, and dry lane criteria.
- Preparation of alternative exhibits illustrating the drainage conveyance and curb configuration options (dual longitudinal gutters crossing Murrieta Rd and potential bulb out at curb return to minimize gutter length across Murrieta Rd).
- Investigation of the existing storm drain systems within the project area and preparation of an exhibit showing locations of nearest storm drains/channels to possibly pipe storm water to instead of maintaining surface drainage through the intersection.

(Fee: \$1,325.00)

Haile Ford
Revised: March 30, 2021
Page 2 of 2

B. Expanded Roadway Improvements

Prepare expanded centerline alignments for portions of Murrieta Road and Sun City Boulevard to accommodate the transitions lengths necessary to mitigate the geometric modifications. The project limits were expanded to incorporate the vertical curves, grade breaks and tangent lengths through the intersection required to meet geometric standards based on the design speed and adjusted intersection controls from all-way stop to signalized. Tasks in the expanded design include the following:

- Redesign of intersection centerline and transition area to incorporate the dual longitudinal gutters.
- Design of two non-standard longitudinal gutters with curb spandrels to accommodate revised centerline and roadway cross slopes.
- Redesign of both Murrieta and Sun City Blvd cross slopes within the limits of work to assist with transitioning existing conditions to proposed improvements.
- Redesign of the curb ramps to adjust flow lines to accommodate realigned cross gutters, spandrels, and roadway cross sections at the end of curb returns.

(Fee: \$5,090.00)

All other provisions of the original contract are to remain unchanged.

Authorized by:

RICK ENGINEERING COMPANY

Revised Date: March 30, 2021

Signature: _____



Carson Edgington, RCE 76519

Title: Associate Principal

Approved by:

CITY OF MENIFEE

Date: _____

Signature: _____

Title: _____

Please sign and return a copy to RICK ENGINEERING COMPANY

EXHIBIT B
FEE PROPOSAL

Item	TASK:	ASSOCIATE PRINCIPAL	ASSOCIATE	PRINCIPAL PROJECT ENGINEER	ASSOCIATE PROJECT ENGINEER	ASSISTANT PROJECT ENGINEER	PRINCIPAL ENGINEERING DESIGNER	ASSOCIATE PROJECT DESIGNER	ASSISTANT ENGINEERING DESIGNER	ENGINEER DRAFTER	COMPUTING/ MAPPING DIRECTOR	PRINCIPAL SURVEY ANALYST	TWO-PERSON SURVEY PARTY (PW)	LUMP SUM COST(\$):	PROPOSED COST(\$):	Task Total(\$):
	Hourly Rate	\$235.00	\$220.00	\$195.00	\$180.00	\$165.00	\$145.00	\$135.00	\$120.00	\$115.00	\$190.00	\$175.00	\$300.00			
	MURRIETA ROAD AND SUN CITY BLVD															
A	Kick-off Meeting		1	1											\$415	\$415
B	Reasearch and Investigation		2	4			8								\$2,380	\$2,380
C	Topographic Mapping															
	Establish Survey Control		1										4		\$1,420	
	Topo Survey of Intersections		1										8		\$2,620	
	Field Survey to locate Monuments		1										8		\$2,620	
	Office Mapping		1.5								0.5	12			\$2,525	\$9,185
D	Potholing (Removed from Scope)														\$0	\$0
E	Utility Coordination	2	2	6											\$2,080	\$2,080
F	PS&E															
	Preliminary Design (30% Plans)			2			16								\$2,710	\$2,710
	Add Service A. Alternatives Analysis															
	Preliminary drainage analysis					1	4								\$745	
	Alternative xhibits						2								\$290	
	Storm drain evaluation and exhibits						2								\$290	
	Add Service B. Expanded Roadway Improvements															
	Redesign intersection centerline					2	8								\$1,490	
	Design two non-standard gutters					4	8								\$1,820	
	Redesign roadway cross slope at intersection					2	6								\$1,200	
	Redesign curb ramps						4								\$580	
	60% Plans															
	Title Sheet			1			6								\$1,065	
	Traffic Signal Plan	2		4			20								\$4,150	
	Communication Plan	2		2			12								\$2,600	
	Street Improvement Plan		2	6			24								\$5,090	
	Signing and Striping Plan	1		3			8								\$1,980	
	Technical Specifications	1	2	6			2								\$2,135	
	Estimates		2	4			4								\$1,800	
	90% Submittal															
	Title Sheet			1			4								\$775	
	Traffic Signal Plan	1		4			16								\$3,335	
	Communication Plan	1		2			8								\$1,785	
	Street Improvement Plan		2	4			20								\$4,120	
	Signing and Striping Plan	1		2			4								\$1,205	
	Technical Specifications	1	1	4			2								\$1,525	
	Estimates	1	1	2			2								\$1,135	
	Final Submittal															
	Title Sheet	1													\$235	
	Traffic Signal Plan	2		2			8								\$2,020	
	Communication Plan	1		2			4								\$1,205	
	Street Improvement Plan		2	4			6								\$2,090	
	Signing and Striping Plan	1		1			2								\$720	
	Technical Specifications	1	1	2											\$845	
	Estimates	1	1	2			2								\$1,135	
																\$8,250
G	RFI's		2	6											\$1,610	\$1,610
H	Design Support During Construction		2	6			8								\$2,770	\$2,770
I	Bid Design Support		1	1			3								\$850	\$850
J	Project Management	2	4	4											\$2,130	\$2,130
	TASK 1 TOTAL:	22	32.5	88	0	9	223	0	0	0	0.5	12	20			\$71,495
	TASK 1 TOTAL:															
	DIRECT CHARGES															
	Rick Engineering Reimbursable Expenses														\$700	
	DIRECT CHARGES TOTAL:															\$700
	PROJECT TOTAL:															\$72,195



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2020

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

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

PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavnagac.com
INSURER(S) AFFORDING COVERAGE	
INSURED Rick Engineering Company 5620 Friars Road San Diego, CA 92110	RICKENG-01 INSURER A: XL Specialty Company INSURER B: Valley Forge Insurance Company INSURER C: Continental Casualty Co. INSURER D: Continental Insurance Company INSURER E: Amer Cas. Co of Reading, PA INSURER F:
	NAIC #
	37885
	20508
	20443
	35289

COVERAGES**CERTIFICATE NUMBER:** 2069056456**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Separation of In GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6076046485	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6076046499	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6076046504	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC676046521	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		Y	DPR9964492	8/15/2020	8/15/2021	Each Claim \$3,000,000 Aggregate \$8,000,000

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

Re: CIP 21-09: MURRIETA ROAD AND SUN CITY BLVD. TRAFFIC SIGNAL, (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E"). Additional Insured coverage applies to General Liability and Automobile Liability for City of Menifee, its officers, agents, employees and authorized volunteers per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal. Professional Liability Coverage Deductible \$ 200,000 per claim. Professional Liability Retroactive Date 09/21/1955.

CERTIFICATE HOLDER**CANCELLATION**

City of Menifee
 29844 Haun Road
 Menifee CA 92586

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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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT – BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and

Form No: CNA63359XX (04-2012)

Policy No: 6076046499

Policy Effective Date: 01/01/2021



2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

Form No: CNA63359XX (04-2012)

Policy No: 6076046499

Policy Effective Date: 01/01/2021



The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

Form No: CNA63359XX (04-2012)

Policy No: **6076046499**

Policy Effective Date: 01/01/2021



The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Policy No: 6076046499

Policy Effective Date: 01/01/2021



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Architects, Engineers and Surveyors General Liability Extension Endorsement

services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Endorsement Effective Date: 01/01/2021

Named Insured: Rick Engineering Company

Policy No 6076046485; 6076046499
WC676046521; WC676137871



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 76046521

Policy Effective Date: 01/01/2021

Policy Page: 32 of 48

From: [Margarita Cornejo](#)
To: [Paula Muratore](#)
Subject: FW: Agreement Review Request: Amendment No. 1 Professional Services Agreement with Rick Engineering for CIP 21-09
Date: Wednesday, March 31, 2021 1:35:15 PM
Attachments: [2021 PW-ENG PROFESSIONAL SERVICES AGREEMENT- RICK ENGINEERING \(CIP21-09 \(DESIGN\)\) AMENDMENT NO.1.docx](#)

From: Margarita Cornejo
Sent: Wednesday, March 31, 2021 1:33 PM
To: Jeffery T. Melching <jmelching@rutan.com>
Subject: Agreement Review Request: Amendment No. 1 Professional Services Agreement with Rick Engineering for CIP 21-09

Hello again Jeff,

Attached for your review is the proposed Amendment No. 1 to Professional Services Agreement with Rick Engineering for Civil Design Plans, Specifications, and Estimate “PSE &E” Services for CIP 21-09 (Murrieta Road and Sun City Blvd. Traffic Signal)

This agreement request is from the City’s Public Works/Engineering Department.

Can you please review and advise if this is ok to start routing for signatures or will require any changes?

Thank you again!

Margarita Cornejo | Financial Services Manager





Finance Department

City of Menifee | 29844 Haun Road | Menifee, CA 92586 (*Please note our new location!)

Direct: (951) 723-3716 | City Hall: (951) 672-6777 | Fax: (951) 679-2568

mcornejo@cityofmenifee.us



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expstat.rpt
03/31/2021 4:20PM
Periods: 0 through 14

Expenditure Status Report

Page: 1

City of Menifee
7/1/2020 through 6/30/2021

526 DIF Citywide - Circulation

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
526-4555 Capital Projects						
526-4555-58107 Murrieta Rd/Sun City Blvd Traffic Signal	700,000.00	47,328.50	47,328.50	27,768.50	624,903.00	10.73
Total DIF Citywide - Circulation	700,000.00	47,328.50	47,328.50	27,768.50	624,903.00	10.73
Grand Total	700,000.00	47,328.50	47,328.50	27,768.50	624,903.00	10.73