



AGENDA REPORT

Meeting Date: June 21, 2016

Item Number: E-29

To: Honorable Mayor & City Council

From: Mark Cuneo, City Engineer
Vincent Chee, Project Manager

Subject: AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TETRA TECH, INC. FOR DESIGN ENGINEERING AND CONSTRUCTION SUPPORT SERVICES FOR THE CONSTRUCTION OF CONVEYANCE SYSTEM AND WELLHEAD EQUIPMENT OF WATER WELLS AT 342 FOOTHILL ROAD (JOB NO.10106); AND

APPROVAL TO INCREASE THE PURCHASE ORDER TO TETRA TECH, INC. FOR ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES IN THE AMOUNT OF \$471,207

Attachments:

1. Agreement No. 10-15
2. Amendment No. 1 to Agreement No. 10-15

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to Agreement No. 10-15 with Tetra Tech, Inc. for design engineering and hydrogeologic services associated with the development of water wells at 342 Foothill Road; and approve an increase to the purchase order with Tetra Tech, Inc. in the amount of \$471,207.

INTRODUCTION

This report is a request for City Council approval of an amendment to an agreement between the City of Beverly Hills and Tetra Tech, Inc. for engineering design and construction support services for the water conveyance system and wellhead equipment associated with the two recently constructed water wells at 342 Foothill Road.

DISCUSSION

On January 13, 2015, City Council approved Agreement No.10-15 (Attachment No. 1) with Tetra Tech, Inc. (Tetra Tech) for engineering design and hydrogeologic services for the development of water wells at 342 Foothill Road in an amount not to exceed \$133,615. Upon completion of construction documents, a construction project to construct two wells was advertised and competitive bids were received. On September 10, 2015, City Council awarded a construction contract to Cascade Drilling L. P. for the drilling of two water wells at 342 Foothill Road in the amount of \$929,532. Cascade Drilling completed the construction of the two wells in May 2016.

Based on initial testing of the wells, the quantity and quality of the groundwater appears to be satisfactory for use as a municipal supply well. Staff has begun discussions with State Water Resources Control Board, Division of Drinking Water (DDW) to secure the necessary permits/approvals to use the wells as a source of water supply for the City. DDW has indicated that they will require monthly water quality test data from the wells to be submitted for approximately one year as part of the approval process. During this time, the wells will be used to supply non-potable water for Public Works operations.

The next phase of the project includes the preparation of construction documents and construction of a water conveyance system (pipeline) and wellhead facilities (pumps, electrical, controls) in order to the deliver water from the wells to the City's water treatment plant. Amendment no. 1 to Tetra Tech's agreement provides for design and construction support services for this phase of the project. It is anticipated that preparation of design/bid documents per this amendment will be completed six months after the execution of the amended agreement. A construction project will be advertised upon completion of the construction documents.

The proposed Amendment No. 1 (Attachment 2) to Tetra Tech's original agreement includes a detailed scope of work and associated cost/fee for the necessary professional services. The proposed costs of professional services per this amendment are in the amount of \$428,386. The total amendment amount including a contingency of \$42,821 for unforeseen conditions that require additional professional services is \$471,207. Tetra Tech's original contract amount for the design of the wells was in an amount not to exceed \$133,615. With this amendment, Tetra Tech's total contract will be an amount not to exceed \$604,822.

FISCAL IMPACT

Funds for contractual services related to the engineering design and construction support services are budgeted in the capital improvement program as follows:

ACCOUNT NUMBER	FUND DESCRIPTION	AMOUNT
80006002-850000-0916	Water Enterprise Fund	\$ 471,207.00


George Chavez
Approved By

ATTACHMENT 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TETRA TECH, INC. FOR DESIGN ENGINEERING AND
HYDROGEOLOGIC SERVICES ASSOCIATED WITH THE
DEVELOPMENT OF WATER WELLS AT 342 FOOTHILL
ROAD

NAME OF CONSULTANT: Tetra Tech, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Steve Tedesco, P.E., Senior Vice President

CONSULTANT'S ADDRESS: 160 Via Verde
Suite 200
San Dimas, California 91773

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Mark Cuneo

COMMENCEMENT DATE: January 26, 2015

TERMINATION DATE: June 30, 2017 unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: \$121,468 based on the rates set forth in
Exhibit B; and
Contingency funds in the amount of 12,147
Total not to exceed \$133,615

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TETRA TECH, INC. FOR DESIGN ENGINEERING AND
HYDROGEOLOGIC SERVICES ASSOCIATED WITH THE
DEVELOPMENT OF WATER WELLS AT 342 FOOTHILL
ROAD

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Tetra Tech, Inc., (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A, (the "Scope of Work") attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

(a) The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in as Consideration above shall include reimbursement all actual and necessary expenditures reasonably incurred in the performance of

this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly 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 not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide, or with the written approval of the Risk Manager.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability

insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification, Hold Harmless, and Duty to Defend

(a) *Indemnity for Design Professional Services.* In connection with its design professional services and to the maximum extent permitted by law, CONSULTANT shall hold harmless and indemnify CITY, and its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) *Other Indemnities.* In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this Section shall survive termination of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing

party in such action shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

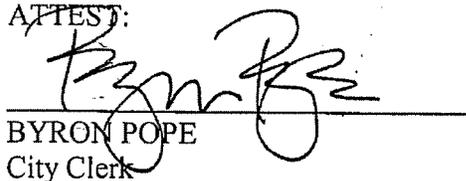
EXECUTED the 13th day of January 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



LILI BOSSE
Mayor of the City of Beverly Hills, California

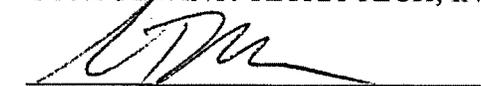
ATTEST:



(SEAL)

BYRON POPE
City Clerk

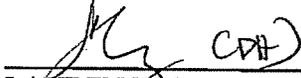
CONSULTANT: TETRA TECH, INC.



STEVE TEDESCO, P.E.
Senior Vice President
Water, Environment & Infrastructure

[Signatures continue]

APPROVED AS TO FORM:

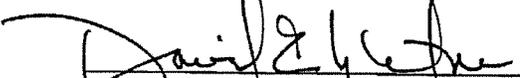


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY ROLIN
City Manager



DAVID E. LIGHTNER
Director of Capital Assets/Deputy City Manager



MARK CUNEO
City Engineer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following design engineering and hydrogeologic services in connection with the development of two water wells at 342 Foothill Road, Beverly Hills:

1. Preliminary Design Report:

Prepare preliminary design report ("PDR") to plan fundamental decisions to ensure that the two wells will be located and oriented appropriately. This requires a conceptual plan for the well discharge piping alignment.

- a. **Meetings.** Kick-off meeting and a design review meeting to discuss the draft PDR.
- b. **Hydrogeologic Report.** Conduct research, investigation and review of existing groundwater development(s) within the Hollywood Basin and update the information provided in the attached Hydrogeologic Feasibility Study and Preliminary Design Report for Development of Shallow Groundwater near Water Treatment Plant Beverly Hills, California, prepared by Richard C. Slade & Associates LLC ("RCS) in January 2009 (Exhibit A).
- c. **Base Map.** Obtain record drawings of the CITY's Maple Yard from the CITY to be used as the basis for the base map. Perform field walk to verify existing superstructures in vicinity of wells.
- d. **Well Locations.** Evaluation & recommendation for well locations, piping orientation, and electrical cabinets.
- e. **Conceptual Discharge Piping.** Evaluation & recommendation for pump discharge conceptual piping alignment. Investigation and review of existing improvements to determine whether recommended alignment for the new water conveyance system from the CITY's Maple Yard to the treatment plant (Approximately 1,000 LF) should be in 3rd Street or through an easement in CITY's Maple Yard. Perform field visit in conjunction with field visit under Base Map task. Verify that existing piping in Foothill can be used. Use utility research from existing street plans and other available plans. Complete utility research will be provided on recommended alignment in the design phase.
- f. **Pump-to-Waste Line.** Determine discharge location and schematic alignment.
- g. **Report.** Summarize the foregoing into a letter report. Submit 3 hard copies & 1 electronic file draft, revise per CITY comments, and provide 3 hard copies and 1 electronic file final report.

Assumptions

- Well pump will be submersible with above ground piping.
- There will be no building to enclose the well. Electrical cabinets will be weather rated.
- CITY will provide CITY Maple Yard record drawings that can be used to identify existing improvements.

2. Well Design Bid Documents

- a. **Meetings.** Design review meeting to discuss the 90% bid documents.
- b. **Permitting.**

Regional Water Quality Control Board (“RWQCB”) – Division of Drinking Water (“DDW”) Well Permit Application. Includes all of the steps required by DDW to use well water as a source of supply such as the Drinking Source Water Assessment and Protection (“DSWAP”) (Calculate the groundwater protection zones, perform field survey to identify possible contaminating activities (PCAs), complete PCA checklist, complete Well Data Sheet, prepare groundwater assessment map, electronic filing), field verification, bid document review, and submit water quality and quantity test data.

RWQCB – General

Construction NPDES Permit.. Provide the necessary information in the bid documents to allow Contractor to obtain an NPDES permit for the construction water used to drill the well in addition to the handling of storm water runoff.

Los Angeles County – Drilling Permit

The Contractor will be required to obtain a drilling permit from the County. We will provide the permit requirements in the construction documents.

State of California - Drilling Report

Contractor will be required to file a drilling report to the State Department of Water Resources as well as the County. CONSULTANT shall assist the contractor as necessary in providing the well completion data (depth of well, location of perforations, depth of sanitary seal, etc.) as needed.

- c. ***Well Design.*** Provide a preliminary design of the well including estimated unit quantities for variable items such as length of perforated casing, length of blank casing, etc.
- d. ***Drawings.*** Prepare construction plans for two water production wells. This includes plans, details and typical sections necessary to construct the water production well. An electronic copy of the final construction plans shall be submitted to the CITY. Anticipated drawings include:
 - *General shts (2).*
 - *Site Plan*
 - *Well Sections*
- e. ***Specifications.*** Edit CITY’s boiler plate specifications and prepare the technical portions of the specifications in CSI format. Include references to the Standard Specifications for Public Works Construction, California Well Standards of the State Department of Water Resources, and Guidelines of the Los Angeles County Department of Health Services.
- f. ***Construction Cost Estimate.*** Prepare an engineer’s construction cost estimate.
- g. ***Submittals.*** Provide CITY submittals for 90%, 100% back-check, and final signed mylars. Anticipate providing up to 4 full size hard copy plans as well electronic files for each submittal except the final signed mylar submittal which will include the mylars, 1 full size hard copy plans, original hardcopy unbound specifications, 1 bound hardcopy set of specifications, hard copy of cost estimate, and electronic files.

Assumptions

- CITY will provide the CEQA permitting. It is anticipated that CEQA will include a minimum of an initial study and may require focused studies such as greenhouse gas emissions.
- CITY will provide front end specifications boiler plate.

3. Well Bid Assistance

- a. *Pre-Bid Meeting.* Attend pre-bid meeting.
- b. *Bid Assistance.* Assist the CITY during bid phase; responding to Requests for Information (“RFIs”) and Contractor’s inquiries. Prepare an addendum, if needed. CITY will conduct the bid and distribute addenda.
- c. *Bid Evaluation.* Assist the CITY in bid evaluation and making recommendations on the lowest responsive and responsible bidder.

4. Well Construction Assistance

Well construction assistance includes the final design of the well. The final design of the well is completed in conjunction with the construction of the well and more specifically with the information obtained during construction of the well. Well screen opening sizes, locations, gravel pack size, well depth, and many other parameters will be finalized during the well construction.

- a. *Well Construction Staking.* Provide construction staking including location of the well.
- b. *Well Construction Observation.* Provide part time / full time inspection during construction of the well. Refer to RCS for detailed scope of work & assumptions.
- c. *Well Construction Assistance.* Provide construction engineering services during the construction of the well.
 - 1) Meetings. CONSULTANT has assumed a total of 2 meetings.
 - 2) Shop Drawings. We have assumed 5 shop drawing submittals plus casing exhibits to provide direction.
 - 3) RFIs. Respond to contractor NRFIs. CONSULTANT has assumed 5 RFIs.
 - 4) Progress Payments. Review progress payment requests from the contractor; verify quantities and prices, make recommendations for payment.
 - 5) Construction Assistance. Limited construction assistance including coordination with contractor, coordination of well design revisions, coordination of schedule, field direction.

Assumptions

- CITY will provide construction administration and management other than as set forth in this Exhibit.

5. Summary Report & Equipping Recommendations

Prepare a Summary of Construction Operations report to summarize/document well construction activities including drilling, casing installation, development, and testing. The report shall include recommendations for the operational pumping rate and the pump setting depth for the well equipping. Separate reports shall be prepared for each of the wells.

EXHIBIT B
COMPENSATION

CONSULTANT shall be compensated for professional services provided under this Agreement on a time and materials basis in an amount not to exceed **\$133,615**, as follows:

Task 1: Preliminary Design Phase	Not to exceed: \$ 25,050
Task 2: Well Design Bid Documents	Not to exceed: \$ 30,423
Task 3: Well Bid Assistance	Not to exceed: \$ 3,310
Task 4: Well Construction Assistance	Not to exceed: \$ 50,810
Task 5: Well Construction Operations	Not to exceed: \$ 11,875
Contingency:	Not to exceed: \$ 12,147

(for unanticipated services outside the Scope set forth in Exhibit A)

Total – Not to exceed: \$133,615

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management

Project Manager 1	\$195.00
Project Manager 2	\$207.00
Sr Project Manager	\$230.00
Program Manager	\$297.00
Principal in Charge	\$310.00

Construction

Construction Project Rep 1	\$78.00
Construction Project Rep 2	\$85.00
Sr Constr Project Rep	\$100.00
Sr Constr Project Rep 2	\$115.00
Construction Manager 1	\$165.00
Construction Manager 2	\$185.00
Construction Director	\$233.00

Engineers

Engineering Technician	\$37.00
Engineer 1	\$96.00
Engineer 2	\$115.00
Engineer 3	\$120.00
Project Engineer	\$130.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$170.00
Sr Engineer 2	\$175.00
Sr Engineer 3	\$210.00
Principal Engineer	\$300.00

General and Administrative

Project Assistant 1	\$67.00
Project Assistant 2	\$75.00
Project Administrator	\$95.00
Sr Project Administrator	\$110.00
Graphic Artist	\$130.00
Technical Writer 1	\$97.00
Technical Writer 2	\$124.00
Sr Technical Writer	\$155.00

Planners

Planner 1	\$104.00
Planner 2	\$115.00
Sr Planner 1	\$125.00
Sr Planner 2	\$151.00
Sr Planner 3	\$175.00

Information Technology

Systems Analyst/Programmer 1	\$77.00
Systems Analyst/Programmer 2	\$115.00
Sr Systems Analyst/Programmer 1	\$130.00
Sr Systems Analyst/Programmer 2	\$196.00

Designers & Technicians

CAD Technician 1	\$65.00
CAD Technician 2	\$75.00
CAD Technician 3	\$90.00
CAD Designer	\$100.00
Sr CAD Designer 1	\$115.00
Sr CAD Designer 2	\$145.00
CAD Director	\$150.00
Survey Tech I	\$50.00

Health & Safety

H&S Administrator	\$95.00
Sr H&S Administrator	\$115.00
H&S Manager	\$145.00

Project Accounting

Project Analyst 1	\$90.00
Project Analyst 2	\$114.00
Sr Project Analyst	\$155.00

Reimbursable In-House Costs

Photo Copies (B&W 8.5" x 11")	\$0.15/Each
Photo Copies (B&W 11" x 17")	\$0.40/Each
Color Copies (up to 8.5" x 11")	\$2.00/Each
Color Copies (up to 11" x 17")	\$3.00/Each
Compact Discs	\$10.00/Each
Large format copies	\$0.40/S.F.
<small>Computer Usage: Not to exceed \$3.55/hour</small>	
Mileage-Company Vehicle	\$0.80/mile
Mileage-POV	\$0.55/mile

*current GSA POV mileage rate subject to change

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services perforated by subcontractor will be billed at cost plus 15%,

SCHEDULE OF PAYMENTS

CONSULTANT shall submit an itemized statement to CITY for its services performed in the previous month, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ATTACHMENT 2

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND TETRA TECH INC. FOR
DESIGN ENGINEERING AND CONSTRUCTION SUPPORT
SERVICES FOR THE CONSTRUCTION OF CONVEYANCE
SYSTEM AND WELLHEAD EQUIPMENT OF WATER WELLS
AT 342 FOOTHILL ROAD (JOB NO. 10106)

NAME OF CONSULTANT: Tetra Tech, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Steve Tedesco, Senior Vice President

CONSULTANT'S ADDRESS: 160 Via Verde, Suite 200
San Dimas, CA 91773

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Vincent Chee, Project Manager

COMMENCEMENT DATE: June 21, 2016

TERMINATION DATE: Upon satisfactory completion of all work
required under this Agreement as
determined by CITY

CONSIDERATION: Original Agreement: Not to exceed \$133,615

Amendment No. 1: Not to exceed \$471,027
(includes contingency) as more specifically
described in Exhibit B

Original Agreement and Amendment No. 1:
Total not to exceed \$604,642

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TETRA TECH INC. FOR DESIGN ENGINEERING AND CONSTRUCTION SUPPORT SERVICES FOR THE CONSTRUCTION OF CONVEYANCE SYSTEM AND WELLHEAD EQUIPMENT OF WATER WELLS AT 342 FOOTHILL ROAD (JOB NO. 10106)

This Amendment No. 1 is to that certain Agreement dated January 26, 2015 and identified as Contract No. 10-15 (the "Agreement"), between the City of Beverly Hills, a municipal corporation ("CITY"), and Tetra Tech Inc., (hereinafter called "CONSULTANT") for design engineering and construction support services, copies of which are on file in the Office of the City Clerk.

RECITALS

A. CITY entered into a written agreement with CONSULTANT to perform design engineering and construction support services for the construction of conveyance system and wellhead equipment of water wells at 342 Foothill Road.

B. CITY and CONSULTANT desire to amend the scope of work to include additional work and compensate CONSULTANT for such services.

NOW, THEREFORE, the parties agree as follows:

Section1. The Consideration shall be amended as set forth on the cover page.

Section2. The Termination date shall be amended as set forth on the cover page.

Section 3. Attachment 1 to Exhibit A of the Agreement "Additional Scope of Services" is hereby added as attached hereto and incorporated herein.

Section 4. Attachment 1 to Exhibit B of the Agreement, "Schedule of Payment and Rates" is hereby added as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the terms and conditions set forth in the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 2016.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

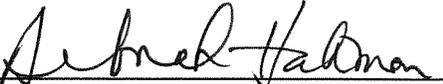
CONSULTANT: TETRA TECH, INC.

STEVE TEDESCO, P.E.
Senior Vice President
Water, Environment & Infrastructure

MARK BUSH, P.E.
Vice President
Water, Environment & Infrastructure

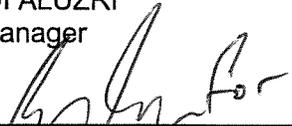
[Signatures continue]

APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public Works Services



MARK CUNEO
City Engineer



KARL KIRKMAN
Risk Manager

ATTACHMENT 1 TO
EXHIBIT A
ADDITIONAL SCOPE OF WORK

CONSULTANT shall provide the following additional engineering and construction support services as follows:

A. Well Drilling Phase Services

Construction observation for geohydrogeological services of two water production wells.

Design Phase Services

1. Permitting. CONSULTANT has assumed CITY will pay all application, permit, and associated fees. CONSULTANT shall coordinate with and apply for the permits, respond to one set of comments, and resubmit. The following permits are included:
 - a. *RWQCB / Division of Drinking Water - Domestic Water Supply Permit Amendment.* Assist CITY in coordinating with DDW to obtain the water supply amendment. CONSULTANT has assumed 20 hours of meetings and other assistance.
 - b. *RWQCB / Stormwater Program - Prepare a Water Pollution Control Plan in compliance with NPDES requirements for a site less than 1 acre. Enter data into SMARTS website.*
 - c. *CITY / Building Permit.* Submit application for well head buildings, respond to CITY Building Department comments, and resubmit.
 - d. *Southern California Edison (SCE) / Power Service.* Although not technically a permit, power service from SCE is required and CONSULTANT shall assist CITY with the process to obtain that power requires submittal of an application, agreement on design for the service, and agreement on responsibilities for the various components of providing the service.
2. Utility Research. Conduct research and notification of existing utilities within the proposed alignment for Alden Dr., and Foothill Rd. to the treatment plant. Obtain list of potential Agencies with utilities from Dig Alert. Contact all Agencies on the list and request their mapping/data.
3. Survey. Perform Field topographic survey/controls at well site and along the proposed alignment of the new water conveyance system.

Perform engineering field walk of preliminary alignment after 50% design.

4. Drawings. Prepare construction plans for wellhead facilities at the two wells and the new water conveyance system to CITY's treatment plant. This includes plans, details and typical sections for about 800' of water main, on-site water main, well waste discharge piping to the sewer, miscellaneous site improvements, structural, and electrical power and instrumentation/control.

CONSULTANT anticipates that its structural engineer will incorporate simple architectural themes/materials into the structural drawings and that an architect will not be required to develop a sophisticated building or facade.

The electrical power design includes conducting research, investigation and review of existing power sources at the yard, sizing electrical equipment and conduits, and lighting design. Instrumentation and control includes preparation of a P&ID, field visit and discussion with CITY operators to identify existing SCADA system, identifying SCADA equipment and PLC programming required to integrate the new wells operation logic into CITY's existing SCADA system, and the security intrusion system for the wellhead facilities.

Anticipated drawings include:

- *General shfts (2)*
- *Site Plan (1)*
- *Grading Plan (1)*
- *Building Layouts*
- *P&P piping (2)*
- *Well Pedestal Details*
- *Well Piping Details*
- *Misc. Details (2)*
- *General Structural Notes (1)*
- *Special Inspections (1)*
- *Foundation Plan (1)*
- *Roof Framing Plan (1)*
- *Typical Structural Details (1)*
- *Foundation Details (1)*
- *Wall Details (1)*
- *Roof Framing Details (1)*
- *Miscellaneous Structural Details (1)*
- *Arch. Floor Plan & Schedules (1)*
 - *Arch. Elevations (2)*
- *Arch. Details (1)*
- *General Elec. (2)*
- *Elec. Site Plan (1)*
- *Single Line & MCC Elev. (1)*
- *Power & Control Plan*
- *Elec. Schedules (1)*
- *Elec. Schematic Diagrams (1)*
- *Elec. Details (2)*
- *P&ID(J)*

5. Specifications. Prepare construction specifications for the construction of the water production well, wellhead facilities and the new water conveyance system. The specifications shall conform to the most recent applicable "Standard Specifications for Public Works Construction", "Caltrans Standard Plans", "California Well Standards of the State Department of Water Resources", "Guidelines of the Los Angeles County Department of Health Services" and "The City of Beverly Hills Standard Contractual Requirements" boilerplate. This task shall include preparation of a list of bid items to be included in the Proposal Section of the Construction Specifications. *The technical portions of the specifications will be prepared in CSI format and will include references to the Standard Specifications for Public Works Construction as needed.*
6. Construction Cost Estimate. Prepare an engineer's cost estimate of the Groundwater Development Project.
7. Meetings. Attend meetings with CITY staff and provide consultation/assistance as required. Anticipated meetings include a kick-off meeting, design review meetings for the 50% & 90% design milestones, and two additional meetings.
8. Submittals. Provide CITY submittals for 50%, 90%, 100% back-check, and final signed mylars. Anticipate providing up to 4 full size hard copy plans as well electronic files for each submittal except the final signed mylar submittal which will include the mylars, one full size hard copy plans, original hardcopy unbound specifications, one bound hardcopy set of specifications, hard copy of cost estimate, and electronic files.

9. Bid Phase Assistance.

- a. *Bid Assistance.* Assist CITY during bid phase; responding to RFIs and Contractor's inquiries. Prepare an addendum, if needed. CITY shall conduct the bid and distribute addenda.
- b. *Bid Evaluation.* Assist CITY in bid evaluation and making recommendations on the lowest responsive and responsible bidder.
- c. *Pre-Bid Meeting.* Attend pre-bid meeting.

B. Construction Phase Services

CONSULTANT has assumed 120 working days of construction including testing and completion.

1. *Construction Staking.* Stake critical items such as the wellhead facilities new manholes, and the alignment of the water main.
2. *Construction Observation.* Provide inspection during construction of the wellhead facilities. CONSULTANT has assumed the equivalent of 10 weeks of full-time inspection for general inspection. In addition, CONSULTANT will provide 6 structural observations as required by the 2013 California Building Code for the foundation and slab-on-grade reinforcing, wall reinforcing (2 observations), steel wall framing, steel roof framing and roof deck attachments. Written structural observation reports will be provided for each observation. Two additional structural observations are included in the scope of this proposal. The purpose of these two observations is to resolve unforeseen issues on the job site. These two observations will be conducted at the discretion of CITY and/or Engineer. CITY shall provide inspection services for the new water main.
3. *Construction Assistance.* Provide construction assistance services during the construction of the wellhead facilities and new water main including:
 - a. *Meetings.* CONSULTANT assumes that CITY will conduct weekly or bi-weekly meetings with the Contractor. CONSULTANT has assumed CONSULTANT will attend a total of 4 meetings when requested by the construction manager.
 - b. *Shop Drawing Review.* CONSULTANT has assumed 40 shop drawing submittals.
 - c. *RFIs and COs.* Respond to Contractor Request For Information. CONSULTANT has assumed 25 RFIs and 5 change orders.
 - d. *Misc. Construction Assistance.* Provide clarification, minor redesign (e.g. revision due to unforeseen existing condition) and direction to CITY/Contractor as needed.
4. *Geotechnical Support.*
 - a. *Building Subgrade Observation.* Observe earthwork preparation for building foundation.
 - b. *Building Compaction Tests.* Develop compaction curves for soils. Take compaction tests to verify adequate compaction.

Assumptions

- *CONSULTANT has not included hazardous materials investigation or mitigation.*
 - *Potholing during the design is not included.*
 - *No permitting is assumed for the well discharge to the sewer system.*
 - *Contractor will be required to obtain encroachment permit*
 - *A simple well enclosure building with minor architectural interest added.*
 - *Wellhead treatment is not anticipated and not included.*
 - *CITY will provide construction observation for the water main.*
 - *CITY will provide construction management.*
 - *Compaction tests for pipeline will not be needed.*
- C. At CITY written direction, CONSULTANT shall perform additional services outside the “Additional Scope of Work” set forth in this Exhibit.

**EXHIBIT B
COMPENSATION**

TE Price Proposal		Revision Date: May 20, 2016															Price Summary / Totals																											
Equip Maple Yard Wells																	Task Pricing Totals		428,206																									
Submitted to: City of Beverly Hills																	Specify Add'l Fees on Setup		0																									
Contract Type: T&M																	Technology Use Fee																											
				Proj Area >													Total Price		428,206																									
																	Unit Rate Qty's		Pricing by Resource						Task Pricing Totals																			
																	Items >		Fleet Vehicles																									
																	Unit Rate >		\$0.67																									
																	Unit >		mile																									
																	Charged to >		M&E		Labor Rate Esc.		Labor		Subs		Travel		Mat'l's & Equip		ODCs		Task Pricing Totals											
Project Phases / Tasks				Schedule		Work Days		Total Labor Hrs															Quantities >		1,120		0.00%		328,228		91,524		6,050		755		1,650		428,206					
				From		Thru		Months		Work Days Off		Work Days																																
WELL DRILLING PHASE SERVICES																																												
1 Additional Hydrogeological Observation																																												
DESIGN PHASE SERVICES																																												
1 Permitting																																												
a. DDW Permit Amendment																																												
b. SWMPPP																																												
c. Beverly Hills Building Dept. Permit																																												
d. SCE Power																																												
2 Utility Research																																												
3 Survey																																												
4 Drawings				05/23/16		10/07/16		4.4		10		88																																
5 Specifications				05/23/16		10/07/16		4.4		10		88																																
6 Cost Estimates				05/23/16		10/07/16		4.4		10		88																																
7 Meetings (5)				05/23/16		10/07/16		4.4		10		88																																
8 Submittals				05/23/16		10/07/16		4.4		10		88																																
9 Bid Phase Assistance																																												
a. Bid Assistance				10/14/16		11/15/16		1.0		3		20																																
b. Bid Evaluation				10/14/16		11/15/16		1.0		3		20																																
c. Pre-Bid Meeting				10/14/16		11/15/16		1.0		3		20																																
CONSTRUCTION PHASE SERVICES																																												
1 Construction Staking				01/15/17		07/01/17		5.4		12		108																																
2 Const. Observation				01/15/17		07/01/17		5.4		12		108																																
3 Construction Management																																												
a. Meetings (4)				01/15/17		07/01/17		5.4		12		108																																
b. Shop Dwg's (40)				01/15/17		07/01/17		5.4		12		108																																
c. RFIs (25) & COs (5)				01/15/17		07/01/17		5.4		12		108																																
d. Misc. Construction Assistance				01/15/17		07/01/17		5.4		12		108																																
4 Geotechnical / Compaction Tests				01/15/17		07/01/17		5.4		12		108																																
Totals				05/23/16		07/01/17		13.0																																				

*10% contingency for unanticipated services outside scope of Attachment 1 to Exhibit A

EXHIBIT C

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/09/2016

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 160 E. Via Verde, #200 San Dimas CA 91773 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: The Insurance Co of the State of PA		19429
	INSURER C: AIG Europe Limited		AA1120841
	INSURER D: Lexington Insurance Company		19437
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570062418527** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$2,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COMP/OP AGG: \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 319-43-97	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
B	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/A	WC014267906 WC014267908 WC014267907 WC014267912	10/01/2015	10/01/2016	<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
D	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2015	10/01/2017	Each Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job Description: Amendment No. 1 for design engineering and construction support services for the construction of conveyance system and wellhead equipment of water wells at 342 Foothill Rd. (Job No. 10106). City of Beverly Hills is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions as required by written contract. A waiver of Subrogation is granted in favor of City of Beverly Hills in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies as required by written contract. Stop Gap Coverage

CERTIFICATE HOLDER City of Beverly Hills Attn: Vincent Chee 345 Foothill Road Beverly Hills CA 90210 USA	CANCELLATION 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 <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : ABFGHLMZ

Certificate No : 570062418527





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Tetra Tech, Inc.	
POLICY NUMBER See Certificate Number: 570062418527			
CARRIER See Certificate Number: 570062418527	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
 for the following states: OH, ND, WA, WY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of
policy No. GL3372258

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSUREDS

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a)**, is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. **COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES**

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. **WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. **AMENDMENT OF OTHER INSURANCE**

A. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1)**, is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2)**, is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. **AMENDMENT AGGREGATE LIMITS PER PROJECT**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, offense under **COVERAGE B (SECTION 1)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

policy No. CA3194397

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of
Policy No. GL3372258 issued to Tetra Tech, Inc.
By: National Union Fire Insurance Company of Pittsburgh, PA

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of
Policy No. CA3194397 issued to Tetra Tech, Inc.
By: National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015

forms a part of

Policy No. WC 014267906

issued to Tetra Tech, Inc.

By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015

forms a part of

Policy No. WC014267908

issued to Tetra Tech, Inc.

By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of
Policy No. WC 014267907 issued to Tetra Tech, Inc.
By: Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2015

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.