

SUPPLEMENTAL AGREEMENT

BOS

Project Title & Job Number: ~~Additional Services provided by Keyser Marston Associates and Anthropological Studies Center for the Railyards Specific Plan EIR (Augment Request #2)~~

Date: September 20, 2007

Purchase Order #:

Supplemental Agreement No.: 2

The City of Sacramento ("CITY") and EIP Associates, a division of PBS&J ("CONSULTANT"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2006-0698, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows by this first amendment:

To perform Tasks, per Attachment A of this Agreement.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased** by \$106,881.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$1,024,910.00</u>
Net change by previous supplemental agreements:	<u>\$ 91,885.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$1,116,795.00</u>
<b>Increase</b> by this supplemental agreement:	<u>\$ 106,881.00</u>
New not-to-exceed amount including all supplemental agreements:	<u>\$1,223,676.00</u>

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.

4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.

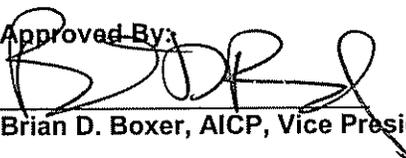
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

  
Project Manager Lezley Buford, Senior Planner

  
City Attorney

Approved By:  
  
Brian D. Boxer, AICP, Vice President, EIP Associates (a div. of PBS&J)

Approved By:

Attested To By:

Print Name: Ray Kerridge  
Title: City Manager

City of Sacramento, City Clerk

# EIP

June 7, 2007

Ms. Lezley Buford, Principal Planner  
City of Sacramento Development Services Department  
2102 Arena Boulevard, 2<sup>nd</sup> Floor  
Sacramento, CA 95834

Re: Augment Request #2 for additional services for the Railyards Specific Plan EIR  
(PBS&J # D51234 00)

Dear Ms. Buford:

This letter is a request for an augmentation to EIP Associates, a division of PBS&J's (EIP/PBS&J) existing contract with the City of Sacramento to prepare the Railyards Specific Plan EIR. This requested scope and budget augment reflects additional services to be provided by EIP/PBS&J and our sub-consultants Keyser Marston Associates (KMA) and Wilson Ihrig. The additional services are proposed in response to revisions of the proposed project definition and extension of the EIR schedule, both of which are changed conditions that require changes to the existing scope of work and associated budget. These additional items and assumptions were not included in the original contract or Augment Request #1.

## Background

The scope of work and budget for the Railyards EIR was previously submitted to the City on June 8, 2006 and was approved by City Council on June 27, 2006. The scope of work assumed preparation and submittal of one Administrative Draft EIR (without transportation, air quality, noise, and alternatives sections), preparation and submittal of the remaining Administrative Draft EIR chapters (those not included in the ADEIR), a Screencheck Draft EIR, a Draft EIR, an Administrative Final EIR and Draft Mitigation Monitoring Plan, and a Final EIR and Final Mitigation Monitoring Plan. The scope of work also assumed preparation of the EIR and technical studies including a health risk assessment, vibration study, visual simulations, historic resources report, archaeological resources report, and senior review (Adrienne Graham). In addition, EIP/PBS&J submitted Augment #1 Revised on November 13, 2006, for additional services provided by KMA and ASC, which has not yet been fully approved by the City in an executed contract amendment.

The Administrative Draft EIR (ADEIR) was submitted to the City in July 2006. As called for in the scope of work, the ADEIR analyzed the June 2006 proposed land use plan both at a



Professional Services, Inc.

1200 Second Street, Suite 200 • Sacramento, California 95814 • Telephone 916 325 4800  
Fax 916 325 4810 • www.pbsj.com • www.eipassociates.com

programmatic level (for the entire Specific Plan Area) and at a project level (for the Initial Phase, previously referred to as the Project-Level Area). EIP/PBS&J received comments on the ADEIR from both the City and the applicant in August and September 2006. Since submittal of the July 2006 ADEIR, the land use plan has undergone two major revisions. The revised land use plans were released to the City in January and April 2007. These plans include substantive changes to the project as it was described and evaluated in the July 2006 ADEIR, including removal from the base plan of the sports and entertainment facility, removal of the proposed marina, changes to the project circulation system, and other related changes to the program and layout. Currently, we have been directed to analyze the April 2007 land use plan as the proposed project. Based on ongoing meetings between the City, the applicant team, and EIP/PBS&J, it was determined that given available information, the Specific Plan will be evaluated at a programmatic level, with additional detail provided for the Initial Phase, where available (primarily traffic). No separate analysis will be provided for the Sacramento Valley Station, nor will a separate "project level" analysis be included in the EIR.

### **Task 2.1: Prepare Second Administrative Draft EIR**

Task 2.1 is a new task to be added to the scope of work.

As noted above, our scope of work included one ADEIR, remaining sections, one Screencheck DEIR, and a DEIR. It was anticipated at the time of the contract that preparation of one partial ADEIR followed by submittal of the remaining ADEIR sections, and submittal of one complete Screencheck DEIR would be appropriate for this project. However, for factors listed below, EIP/PBS&J has been requested to prepare a second complete ADEIR (ADEIR 2) for the City and applicant review due to major revisions to the project and the approach to the analysis. ADEIR 2 will include revisions to sections submitted in first ADEIR, due to changes to the project and approach, and the remaining sections that were not submitted in the July 2006 ADEIR. The following are items that were not assumed in the original scope that will need to be prepared as part of ADEIR 2.

#### Global Warming and Climate Change

In response to recent regulatory and legal opinions on inclusion of global warming in CEQA documents, a discussion of greenhouse gas emissions will need to be developed and added to ADEIR 2. In response to direction from the City, we anticipate that the City will provide a drop-in section that will be added to the end of the air quality impacts subsection. We have allocated a few hours for our staff to ensure consistency in format and flow of the section.

#### Revisions to the ADEIR in Response to the Revised Proposed Project

The preparation of a second ADEIR will involve responding to comments received from the City on partial ADEIR #1, as well as making changes to the previously prepared sections in response to changes in the project description. The following is a list of specific factors that will contribute to the additional level of effort needed to produce ADEIR 2:

- Revisions to the Project Description due to revisions to project plans and programs, as well as in response to changes to the EIR approach;
- Revisions to each analysis section in response to changes in the project plans and programs, including removal of the sports and entertainment facility.

- Revisions to the flooding and hydrology analysis due to removal of the secondary levee and changes to the project storm drainage system.
- Revisions to the hazards and hazardous materials analysis to address the addition of a new Remediation Plan and removal of the secondary levee fill materials.
- Document review and production of a complete ADEIR 2

### Budget

We have taken the remaining available budget for Tasks 2 through 4 and reallocated available funds to the new tasks for preparation of ADEIR #2, preparation of a Screencheck DEIR, and preparation of the DEIR. As of April 2007, we had approximately \$88,825 remaining in Task 2. The estimated cost of preparing Task 2.1 is \$113,325 (including approximately \$500 for the Global Warming task). As such, we are requesting an augmentation of \$24,500 to add the new Task 2.1, representing the net increase from the available budget to the new estimated cost of the task.

### **Task 7. Project Management and Meetings**

The following is the assumptions regarding the Project Management task that were included in the July 2006 scope of work.

Project management and meetings would include, but not be limited to, the following general tasks:

- Attendance by the Project Director (PD) and Project Manager (PM) at up to 25 meetings @ 2 hours/meeting for PD and PM.
- Attendance by the Deputy Project Manager at up to 15 meetings @ 2 hours/meeting
- Contracts management, review project invoices, approve sub-consultants' invoices, prepare monthly progress report @ 2 hours/month for PM.
- Coordinate EIR preparation with EIP staff, EIP sub-consultants, and City staff @ 2 hours/week for PD and 4 hours/week for PM.
- Review documents, as provided for in the budget.
- Contracts and invoice preparation, document production, delivery and meeting coordination @ 1 hour/week for Associate Admin.

As stated under the "Schedule" at the end of this scope, this task assumes an approximately 11-month (48 weeks) project schedule.

As a result of the substantial extension of the project schedule for reasons outside of the control of EIP/PBS&J, the project budget for meetings and project management needs to be augmented, as noted below.

### Additional Meetings

The approved scope of work attached to the contract for EIP/PBS&J included attendance at up to 25 meetings (not including certification hearings), with additional meetings reimbursed on a time and materials basis. EIP staff attended 23 meetings in June 2006 through April 2007.

which were noted on monthly progress reports that accompanied monthly billings. In order to see the project through to completion, the budget for meetings will need to be supplemented.

The project schedule has been extended by 6 months (26 weeks). At the current rate of one meeting per week, we are requesting the meeting budget be augmented by a total of \$21,150.

#### Additional Project Management

EIP/PBS&J received project information and actively began work in June 2006. As is noted above, due to revisions to the project description and other factors between September 2006 to March 2007, the 11-month schedule that was assumed in the July 2006 scope of work has been extended to 16 months (according to the March 21, 2007 Draft Tentative Schedule). During the months between October 2006 to March 2007, EIP/PBS&J was involved in communication and meetings with the City and applicant, in regards to project revisions, direction on technical analyses, and discussion of structure of the EIR, and other considerations.

The July 2006 scope of work assumed a 11-month completion schedule, which equated to the project ending in May 2007. Per the project schedule developed on March 21, 2007 and recent meetings with City staff and the applicant team, the CEQA portion of the project is now assumed to be completed in November 2007. At this time, it is estimated that it will take approximately 17 months to complete the EIR, six (6) months longer than what was assumed in the original scope of work.

With the additional out-of-scope meetings and delays in revisions to the project, project management costs have also exceeded the level of effort assumed in the contract. This additional effort is estimated to total \$59,110.

#### Budget Summary

In summary, the total additional budget requested for Project Management and Meetings is \$80,260, including \$59,110 for additional project management and \$21,150 for additional meetings.

#### **Sub-consultants and Direct Expenses**

##### *Urban Decay Analysis – Keyser Marston Associates*

The Administrative Draft Urban Decay Analysis was prepared by Keyser Marston Associates (KMA) during the summer of 2006 and an oral report of the analysis was provided to the City on August 28, 2006. During the fall of 2006, KMA spent considerable effort attempting to work with the applicant to refine the analysis based on a refined definition of retail mix to be included in the project. Since that time, changes to the proposed retail and entertainment component, removal of the sports and entertainment facility as part of the base project, and the availability of new data on local retail market conditions since summer 2006, require that additional work will need to be undertaken to revise and finalize the Urban Decay Study. KMA's scope of work and budget amendment dated April 23, 2007 is attached to this letter. Their April 23, 2007 amendment includes previously approved scope revisions that were specified in their November 9, 2006 amendment, which requested \$22,500. Although the attached scope of work and

budget specifies a total of \$34,000. KMA is only requesting an additional budget of \$11,700 to fund the difference.

#### *Vibration Analysis – Wilson Ihrig Associates*

Wilson Ihrig Associates, our team's vibration consultant, had completed their analysis of vibration effects on the project based on the original design. After reviewing the updated land use for the Sacramento Railyards project, they have estimated approximately 50 hours to complete the new analysis and submit a revised vibration report. The additional cost of the 50-hours necessary to produce the revised vibration report would be \$9,000.

#### *Visual Simulations – William Kanemoto Associates*

Based on discussions with the City, and after months of discussions with Mr. Kanemoto about potential approaches to the preparation of simulations for the project, it has been determined to not proceed with the preparation of visual simulations for this EIR. We believe that it is appropriate at this point to compensate Mr. Kanemoto for his time in discussion with us over the last year. As such, we anticipate that we can recover \$22,170 of the original budget from this task, which reduces the total budget augment requested.

#### *Direct Expenses*

Additional direct expenses costs are associated with the preparation and production of the Administrative Draft EIR #2 in the new Task 2.1. The deliverables for that task include:

- 15 copies of ADEIR 2
- One reproducible original of ADEIR 2 and Technical Appendices
- Two (2) electronic copies on CD of ADEIR 2. The electronic copy will be a PDF format version of the document text and graphics.

The costs for additional direct expenses are \$3,314.

#### *Administrative Fee*

Under our contract, we add a charge of 15% to the costs of sub-consultants and direct expenses to cover the costs of contract administration, sub-consultant invoicing, and risk acceptance. With a total of \$20,700 in additional sub-consultant costs and a total of \$3,314 in direct expenses, the total increase in the administrative fee is \$3,602. The reduction in costs for William Kanemoto Associates creates a savings of \$3,325 in the administrative fee. As such, we are requesting a net increase of \$277 to this portion of the budget.

#### **Summary**

As described above, we are requesting that the City approve this \$106,881 augmentation of the scope of work and budget for the Railyards Specific Plan EIR. This would bring the contract total, including Augment Request #1 and Augment Request #2, to a total of \$1,223,676.

We appreciate your timely consideration of this request. If you have any questions or need further explanation, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Collette Benson for Brian D. Boxer".

Brian D. Boxer, AICP  
Vice President/Senior Division Manager  
EIP Associates, a Division of PBS&J

Attachment:

KMA, Sacramento Railyards Urban Decay Study – Scope of Work Amendment (Draft), April 23, 2007



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**COMMERCIAL  
AUTO INSURANCE**

**COMMERCIAL INSURANCE**  
**ENDORSEMENT**

Insurance for this coverage part provided by:  
Zurich American Insurance

Policy Number BAP 9139457-00  
Renewal of Number

**ADDITIONAL INSURED**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED BY THE FOLLOWING:**

**BUSINESS AUTO COVERAGE PART**

**SCHEDULE**

**NAME: "AS REQUIRED BY WRITTEN CONTRACT"**

**WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE AS AN INSURED THE PERSON (S) OR ORGANIZATION (S) SHOWN IN THE SCHEDULE BUT ONLY WITH RESPECT TO THEIR LIABILITY ARISING OUT OF:**

- A) YOUR WORK FOR THE ADDITIONAL INSURED(S) AT THE LOCATION DESIGNATED, OR**
- B) ACTS OR OMISSIONS OF THE ADDITIONAL INSURED(S) IN CONNECTION WITH THEIR GENERAL SUPERVISION OF "YOUR WORK" AT THE LOCATION SHOWN IN THE SCHEDULE.**

**FOR CLAIMS ARISING OUT OF OPERATION, MAINTENANCE OR USE OF A COVERED AUTO, THIS INSURANCE SHALL BE PRIMARY INSURANCE OVER ANY OTHER INSURANCE AVAILABLE TO THE SCHEDULED INSURED.**

**COMMERCIAL  
AUTO INSURANCE**

**COMMERCIAL INSURANCE**  
**ENDORSEMENT**

Insurance for this coverage part provided by:  
Zurich American Insurance

Policy Number BAP 9139457-00  
Renewal of Number

U-CA-388-A (07-94)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

<b>Named Insured: The PBSJ Corporation</b>	
<b>Endorsement Effective Date:</b>	
<b>Countersignature Of Authorized Representative</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**SCHEDULE**

<b>Insurance Company: Zurich American Insurance Company</b>	
<b>Policy Number: BAP 9139457-00</b>	<b>Effective Date: 09/30/2006</b>
<b>Expiration Date: 09/30/2007</b>	
<b>Named Insured: The PBSJ Corporation</b>	
<b>Address: 5300 W. Cypress Street, Tampa, FL 33607-1764</b>	
<b>Additional Insured (Lessor): ALL LESSORS</b>	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos": ALL LEASED AUTOS</b>	

Coverages	Limit Of Insurance
<b>Liability</b>	\$ 1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered

"auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
  2. If you cancel the policy, we will mail notice to the lessor.
  3. Cancellation ends this agreement.
- D.** The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



**Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End	Agency No.	Addl. Prem	Return Prem
BAP 9139457-00	09/30/2006	09/30/2007		11-800-000		

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** The PBSJ Corporation

**Address (including ZIP code):** 5300 W. Cypress Street  
Tampa, FL 33607-1764

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

**SCHEDULE**

**Name of Person or Organization:** ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative



**SCHEDULE OF LOSS PAYEE(S)**

Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

St Veh. #	Description Of Vehicle	Loss Payee and Mailing Address
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE LOSS PAYABLE COVERAGE.		



**ZURICH**

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

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
  - 1. The "bodily injury" or "property damage" results from your negligence; and
  - 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
    - a. Your ongoing operations; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
  - 1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

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

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



**ZURICH**

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 9139458-00	09/30/2006	09/30/2007		11-800-000	\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 34 03 97

**ADDITIONAL INSURED—LESSOR OF LEASED  
EQUIPMENT—AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Who Is An Insured** (Section II) is amended to include as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when

their contract or agreement with you for such leased equipment ends.

**B.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Who Is An Insured (Section II)** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 equipment leased to you by such person or organization.
- A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 25 03 03 97

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

Endorsement effective 09/30/2006 12:01 A.M. standard time	Policy No .GLO 9139458-00
Named Insured The PBSJ Corporation	Countersigned by

(Authorized Representative)

**SCHEDULE**

**Designated Construction Projects:**

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), 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 shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for 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 for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  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 Designated 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), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A 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 Designated 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 Designated Construction Project General Aggregate Limit.
  - D. If the applicable designated 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 25 04 03 97

**DESIGNATED LOCATION(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

Endorsement effective 09/30/2006 12:01 A.M. standard time	Policy No. GLO 9139458-00
Named Insured The PBSJ Corporation	Countersigned by

(Authorized Representative)

**SCHEDULE**

**Designated Location(s):**

ALL LOCATIONS, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED BY THE NAMED INSURED.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location," and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for 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 for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  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 Designated Location 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), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A 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 Designated Location 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 Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 09/30/2006 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. BAP 9139459-00 of the ZURICH AMERICAN INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

issued to The PBSJ Corporation

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

\*Typist: strike out third sentence if inapplicable.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 09/30/2006 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. WC 9139459-00

Endorsement No.

of the

**ZURICH AMERICAN INSURANCE COMPANY**  
(NAME OF INSURANCE COMPANY)

issued to The PBSJ Corporation

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

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

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

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

**Schedule**

**Person or Organization**

**Job Description**

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver  
Name of person or organization

(X) Blanket Waiver

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

2. Operations: Engineering/Architect Consulting

3. Premium:

The premium charge for this endorsement shall be TBD percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured The PBSJ Corporation

Policy No. WC 9139459-00

Endorsement No.  
Premium \$

Insurance Company ZURICH AMERICAN INSURANCE COMPANY Countersigned by \_\_\_\_\_

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
09/25/06

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.  
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project. Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.