

C-452-76

**AMENDMENT NO. ONE TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH LEIGHTON CONSULTING, INC. FOR  
NEWPORT BEACH CIVIC CENTER AND PARK PROJECT SOIL TESTING AND  
INSPECTION SERVICES**

THIS AMENDMENT NO. ONE TO AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of this 24th day of ~~September~~ <sup>OCTOBER</sup>, 2012 ("Effective Date") by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation and Charter City ("City"), and Leighton Consulting, Inc., a California corporation ("Consultant"), whose address is 17781 Cowan, Irvine, California 92614, and is made with reference to the following:

**RECITALS**

- A. On June 22, 2010, City and Consultant City and Consultant entered into a Professional Services Agreement ("Agreement") to provide geotechnical observation and testing services, such as soil testing and inspection services for the Newport Beach Civic Center and Park Project ("Project").
- B. City desires to enter into this Amendment No. One to increase the scope of work and increase the total compensation.
- C. City and Consultant mutually desire to amend this Agreement, as provided below.
- D. City desires to enter into this Amendment No. Two to extend the term of the Agreement to June 30, 2013, increase the scope of services to be performed, increase the compensation to Consultant, and update the insurance requirements, as provided below.
- E. City and Consultant mutually desire to amend this Agreement, as provided below.

**NOW, THEREFORE,** it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

Section 1 of the Agreement shall be amended in its entirety and replaced with the following: The term of the Agreement shall commence on the Effective Date, and shall terminate on June 30, 2013, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED**

Section 2 of the Agreement shall be amended and supplemented to add the services described in the Change Order for Out-of-Scope Geotechnical Services dated August 31, 2012 ("Change Order"), which is attached hereto as Exhibit A and incorporated herein by reference. The City may elect to delete certain tasks of the Change Order at

its sole discretion. Exhibit A of this Amendment No. One shall be in addition to Exhibit A of the Agreement dated June 22, 2010.

### **3. COMPENSATION TO CONSULTANT**

Section 4.1 of the Agreement shall be amended in its entirety and replaced with the following: City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates or Progress Payments Schedule attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Seventy Four Thousand Two Hundred Twenty Dollars and 50 /100 (\$374,220.50)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

### **4. INSURANCE REQUIREMENTS**

Section 14 of the Agreement shall be amended in its entirety and replaced with the following: Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

### **5. INTEGRATED CONTRACT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

Date: 9/26/12

By: [Signature]  
Aaron C. Harp  
City Attorney

CITY OF NEWPORT BEACH,  
A California municipal corporation

Date: 10/17/2012

By: [Signature]  
Dave Kiff  
City Manager

CONSULTANT: Leighton Consulting, Inc.,  
a California corporation

Date: 9/27/2012

By: [Signature]  
Kris Lutton  
Senior Vice President

Date: 9.28.2012

By: [Signature]  
Terry M. Brennan  
Chief Financial Officer

Attest: [Signature]  
City Clerk



[END OF SIGNATURES]

- Attachments:      Exhibit A:      Change Order dated August 31, 2012  
                         Exhibit B:      Schedule of Billing Rates or Progress Payments  
                         Exhibit C:      Insurance Requirements – Professional Services

document2

**EXHIBIT A**  
**SERVICES TO BE PERFORMED**  
**CHANGE ORDER**



Leighton and Associates, Inc.

A LEIGHTON GROUP COMPANY

August 31, 2012

Project No. 602184-008

City of Newport Beach  
3300 Newport Boulevard  
Newport Beach, California 92663

Attention: Mr. Steve Badum

**Subject: Change Order for Out-of-Scope Geotechnical Services  
During Construction of Newport Beach Civic Center and Park Project  
1100 Avocado Avenue, Newport Beach, California**

#### INTRODUCTION

In accordance with the request of C.W. Driver, Leighton Consulting, Inc. (Leighton) is pleased to present this change order for out-of-scope geotechnical services provided during construction for the completion of the Newport Beach Civic Center and Park Project located at 1100 Avocado Avenue in the city of Newport Beach, California. This change order is based on our understanding of the services that were provided at the request of C.W. Driver that were not included in the original scope of work for the project, and discussions with representatives from C.W. Driver and the City of Newport Beach. The previously authorized contract amount for the project is \$326,563.00.

#### DESCRIPTION OF OUT-OF-SCOPE SERVICES

At the request of C.W. Driver, Leighton has provided ongoing geotechnical services for the subject project. Several tasks were performed that were not included in the original scope of work for the project and are considered out-of-scope tasks. Brief descriptions of the out-of-scope tasks that were performed are provided below:

- Provided services for the abandonment of four (4) onsite groundwater monitoring wells prior to the mass grading operations.
- Prepared a report documenting the geotechnical review of Anderson Drilling exhibit showing areas of unanticipated coring during the drilling of soldier piles for the permanent shoring wall along MacArthur Boulevard. Also attended various meetings.
- Provided geotechnical observation and testing services for the extended schedule for the construction of the permanent shoring wall along MacArthur Boulevard.
- Provided geotechnical services for the construction of the Water Quality Detention Basin 3 (weir walls), which included the review of plans and preparation of a project memorandum that provided geotechnical recommendations.
- Performed a subsurface field exploration for the San Miguel bridge foundations.
- Performed the review of plans, analysis, and preparation of three (3) project memorandums that provided geotechnical recommendations for the San Miguel bridge foundations.
- Provided observation and testing services for the construction of the San Miguel Bridge foundations.
- Provided geotechnical observation and testing services for the preparation of the crane pad located in the north park (Saturday).

#### FEES AND TERMS

The out-of-scope services described above were provided on a time-and-material basis in accordance with our revised 2010 Professional Fee Schedule for the Newport Beach Civic Center and Park Project included in the previously executed professional services agreement between City of Newport Beach and Leighton Consulting, Inc. for the project. The fees for the out-of-scope services described above are Forty Seven Thousand Six Hundred Fifty Seven Dollars and Fifty Cents (\$47,657.50). A breakdown of the fees for the out-of-scope services described above is attached with this change order.


If you have any questions regarding this change order request, please do not hesitate to contact this office. We appreciate this opportunity to be of continued service.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jeffrey M. Pflueger, PG, CEG  
Project Geologist



Edward L. Burrows, PG, CEG  
Senior Principal Geologist

JMP/ELB/lr

Attachment: Breakdown of fees for out-of-scope services

Distribution: (1) Addressee  
(1) C.W. Driver, Attention: Mr. William Hahn



**EXHIBIT B**

**SCHEDULE OF BILLING RATES OR PROGRESS PAYMENTS**

Leighton Consulting, Inc.

Newport Beach Civic Center and Park Project - Project No. 602184-008

Change Order for Out-of-Scope Geotechnical Observation and Testing Services dated August 31, 2012

**Breakdown of Fees for Out-of-Scope Services:**

- **Well Abandonment (\$7,410)**  
8 hrs @ \$135/hr = \$1,080; outside services (drill rig) = \$6,330
- **Preparation of report documenting review of Anderson Drilling exhibit (\$6,750)**  
50 hrs @ \$135/hr = \$6,750
- **Extended schedule for construction of permanent shoring wall (\$13,800)**  
60 hrs @ \$95/hr = \$5,700; 60 hrs @ \$135/hr = \$8,100
- **Geotechnical services for Water Quality Detention Basin 3 (\$3,330)**  
12 hrs @ \$75/hr = \$900; 18 hrs @ \$135/hr = \$2,430
- **San Miguel Bridge - field exploration (\$2,490)**  
10 hrs @ \$135/hr = \$1,350; outside services (backhoe) = \$1,140
- **San Miguel Bridge -plan review, analysis, recommendations (\$4,320)**  
32 hrs @ \$135/hr = \$4,320
- **San Miguel Bridge - geotechnical services during construction (\$8,950)**  
20 hrs @ \$75/hr = \$1,500; 50 hrs @ \$95/hr = \$4,750; 20 hrs @ \$135/hr = \$2,700
- **Geotechnical services for crane pad construction at north park (\$607.50)**  
3 hrs @ \$112.50/hr (overtime rate) = \$337.50; 2 hrs @ \$135/hr = \$270

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**Total: \$47,657.50**

## EXHIBIT C

### INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1.1 Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

1.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

1.3 Coverage Requirements.

1.3.1 Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

1.3.1.1 Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

1.3.2 General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

1.3.3 Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

1.3.4 Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date,

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or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

1.4 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.4.1 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

1.4.2 Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.

1.4.3 Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

1.4.4 Notice of Cancellation. All policies shall provide City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

1.5 Additional Agreements Between the Parties. The parties hereby agree to the following:

1.5.1 Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.5.2 City's Right to Revise Requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant sixty (60) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

1.5.3 Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

1.5.4 Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any

insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

1.5.5 Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

1.5.6 City Remedies for Non Compliance If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

1.5.7 Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

1.5.8 Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**CERTIFICATE OF INSURANCE  
CHECKLIST**

**City of Newport Beach**

This checklist is comprised of requirements as outlined by the City of Newport Beach. \*

Date Received: 10/9/12 Dept./Contact Received From: Tania  
Date Completed: 10/12/12 Sent to: Tania By: Renee  
Company/Person required to have certificate: Leighton Consulting, Inc.  
Type of contract: All Other

**I. GENERAL LIABILITY**

EFFECTIVE/EXPIRATION DATE: 2/14/12 to 2/14/13

- A. INSURANCE COMPANY: Lexington Insurance Company
- B. AM BEST RATING (A- : VII or greater): A; XV
- C. ADMITTED Company (Must be California Admitted):  
Is Company admitted in California?  Yes  No
- D. LIMITS (Must be \$1M or greater): What is limit provided? \$1,000,000/\$2,000,000
- E. ADDITIONAL INSURED ENDORSEMENT – please attach  Yes  No
- F. PRODUCTS AND COMPLETED OPERATIONS (Must include): Is it included? (completed Operations status does not apply to Waste Haulers or Recreation)  Yes  No
- G. ADDITIONAL INSURED FOR PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT (completed Operations status does not apply to Waste Haulers)  Yes  No
- H. ADDITIONAL INSURED WORDING TO INCLUDE (The City its officers, officials, employees and volunteers): Is it included?  Yes  No
- I. PRIMARY & NON-CONTRIBUTORY WORDING (Must be included): Is it included?  Yes  No
- J. CAUTION! (Confirm that loss or liability of the named insured is not limited solely by their negligence) Does endorsement include "solely by negligence" wording?  Yes  No
- K. ELECTED SCMAF COVERAGE (RECREATION ONLY):  N/A  Yes  No
- L. NOTICE OF CANCELLATION:  N/A  Yes  No

**II. AUTOMOBILE LIABILITY**

EFFECTIVE/EXPIRATION DATE: 2/14/12 to 2/14/13

- A. INSURANCE COMPANY: Travelers Property Casualty Co
- B. AM BEST RATING (A- : VII or greater) A+; XV
- C. ADMITTED COMPANY (Must be California Admitted):  
Is Company admitted in California?  Yes  No
- D. LIMITS - If Employees (Must be \$1M min. BI & PD and \$500,000 UM, \$2M min for Waste Haulers): What is limits provided? \$1,000,000
- E. LIMITS Waiver of Auto Insurance / Proof of coverage (if individual) (What is limits provided?) N/A
- F. PRIMARY & NON-CONTRIBUTORY WORDING (For Waste Haulers only):  N/A  Yes  No
- G. HIRED AND NON-OWNED AUTO ONLY:  N/A  Yes  No
- H. NOTICE OF CANCELLATION:  N/A  Yes  No

III. WORKERS' COMPENSATION

EFFECTIVE/EXPIRATION DATE: 9/1/12 to 9/1/13

- A. INSURANCE COMPANY: Travelers Property Casualty Co
- B. AM BEST RATING (A- : VII or greater): A+; XV
- C. ADMITTED Company (Must be California Admitted):  Yes  No
- D. WORKERS' COMPENSATION LIMIT: Statutory  Yes  No
- E. EMPLOYERS' LIABILITY LIMIT (Must be \$1M or greater) \$1,000,000
- F. WAIVER OF SUBROGATION (To include): Is it included?  Yes  No
- G. SIGNED WORKERS' COMPENSATION EXEMPTION FORM:  N/A  Yes  No
- H. NOTICE OF CANCELLATION:  N/A  Yes  No

ADDITIONAL COVERAGE'S THAT MAYBE REQUIRED

IV. PROFESSIONAL LIABILITY

N/A  Yes  No

V POLLUTION LIABILITY

N/A  Yes  No

V BUILDERS RISK

N/A  Yes  No

**HAVE ALL ABOVE REQUIREMENTS BEEN MET?  
IF NO, WHICH ITEMS NEED TO BE COMPLETED?**

Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved:



10/12/12

Agent of Alliant Insurance Services  
Broker of record for the City of Newport Beach

Date

**RISK MANAGEMENT APPROVAL REQUIRED** (Non-admitted carrier rated less than \_\_\_\_;  
Self Insured Retention or Deductible greater than \$ \_\_\_\_\_)  N/A  Yes  No

Reason for Risk Management approval/exception/waiver:  
Lexington is a Non-Admitted Carrier – Approved by Cheryl Anderson on 10/11/12.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved:

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Date

\* Subject to the terms of the contract.



## DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation to include per above specifications: The City of Newport Beach, is officers, agents, employees and volunteers.



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) -

POLICY NUMBER: PJUB7151C20312

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any person or organization for which the named insured has agreed by written contract executed prior to loss to furnish this waiver.

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 09/01/12 Policy No. PJUB7151C20312 Endorsement No.  
Insured Leighton Group Inc, Leighton & Associates Inc Premium  
Leighton Consulting Inc  
Insurance Company Travelers Property Casualty Co Countersigned by *David Wang*

DATE OF ISSUE: 09/01/12 ST ASSIGN:



## DESCRIPTIONS (Continued from Page 1)

Additional Insured applies on Automobile Liability per Traveler's Additional Insured endorsement CAT301 02/99 attached to the Automobile policy as required by written contract.

Re: Proj #602184 N.B./CityHallBldg/Geo

Additional Insured to include per above specifications: The City of Newport Beach, its elected or appointed officers, officials, employees, agents and volunteers.

Waiver of Subrogation applies on General Liability per Lexingtons Blanket

Waiver of Subrogation LX0485 11/03 attached to the General Liability policy as required by written contract.

Waiver of Transfer Rights of Recovery Against Others to Us applies on Automobile Liability per Travelers endorsement CAT340 08/08 attached to the Automobile policy as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS- COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> <b>AS REQUIRED BY WRITTEN CONTRACT</b> (LC)City of Newport Beach 3300 Newport Blvd Newport Beach,CA 92658-0000
<b>Location And Description of Completed Operations:</b> Re: Proj #602184 N.B./CityHallBldg/Geo Additional Insured to include per above specifications: The City of Newport Beach, its elected or appointed officers, officials, employees, agents and volunteers.
<b>Additional Premium:</b> <b>INCLUDED</b>

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

Section II -Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**  
AS REQUIRED BY WRITTEN CONTRACT  
(LC)City of Newport Beach  
3300 Newport Blvd  
Newport Beach,CA 92658-0000

Re: Proj #602184 N.B./CityHallBldg/Geo Additional Insured to include per above specifications: The City of Newport Beach, its elected or appointed officers, officials, employees, agents and volunteers.

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

- A. **Section II -Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
  - (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) at the site of the covered operations 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.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
- 2. **Exclusions**  
This insurance does not apply to "bodily injury" or "property damage" occurring after:

POLICY NUMBER: 8100305L814TIL12

COMMERCIAL AUTO  
ISSUE DATE: 02/14/12

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

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

### **Person or Organization**

**(LC)City of Newport Beach**

**Re: Proj #602184 N.B./CityHallBldg/Geo  
Additional Insured to include per above  
specifications: The City of Newport Beach, its  
elected or appointed officers, officials,  
employees, agents and volunteers.**

### **Address**

**3300 Newport Blvd  
Newport Beach,CA 92658-0000**

**ENDORSEMENT**

This endorsement, effective 12:01 AM 02/14/2012

Forms a part of policy no.:  
065463440


Issued to: LEIGHTON GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

**CANCELLATION AMENDMENT**

In consideration of the premium charged, it is hereby agreed that the cancellation provision is amended to 90 days in lieu of (30) days, except for non-payment of premium which remains (10) days.

All other terms and conditions remain unchanged.

  
Authorized Representative OR  
Countersignature (In states where applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 AM 02/14/2012

Forms a part of policy no.:  
065463440

Issued to: LEIGHTON GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

**PRIMARY/NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

*David Bresnan*

Authorized Representative OR  
Countersignature (In states where applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 AM 02/14/2012

Forms a part of policy no.: 065463440


Issued to: LEIGHTON GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR  
Countersignature (In states where applicable)





## DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation to include per above specifications: The City of Newport Beach, its officers, agents, employees and volunteers.