PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
PBK ARCHITECTS, INC.

FOR

ON-CALL ARCHITECTURAL ENGINEERING, LANDSCAPE ARCHITECTURAL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and PBK ARCHITECTS, INC., a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide on-call architectural engineering, landscape architectural engineering and professional consulting services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in Exhibit "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Bruce Ou who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

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2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Dollars (\$1,000,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

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6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of Exhibit "B."

7. <u>DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS</u>

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit, provided that any such use not within the purposes intended, by the Agreement shall be at City's sole risk.

8. HOLD HARMLESS

A. To the extent allowed by Civil Code Section 2782.8, CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

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B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars

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(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

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- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. <u>TERMINATION OF AGREEMENT</u>

All work required hereunder shall be performed in a good and workmanlike manner.

CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

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be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. <u>CITY EMPLOYEES AND OFFICIALS</u>

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or

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other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach

ATTN: Dir. Comm. & Library Services

2000 Main Street

Huntington Beach, CA 92648

PBK ARCHITECTS, INC.

ATTN: Bruce Ou

2400 E. Katella Avenue, Suite 950

Anaheim, CA 92806

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. <u>INTERPRETATION OF THIS AGREEMENT</u>

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

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covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. <u>IMMIGRATION</u>

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. <u>LEGAL SERVICES SUBCONTRACTING PROHIBITED</u>

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for

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CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this

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Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,	CITY OF HUNTINGTON BEACH, a
PBK ARCHITECTS, INC.	municipal corporation of the State of
By:	California
Robert Lavey, A.A, LEED AP	Mayor
print/name	Mayor
ITS: (circle one) Chairman/President/Vice President	
Authorized Signator	City Clerk
AND	,
By:	INITIATED AND APPROVED:
Gilbert Baez	
print name ITS: (circle one) Secretary/Chief Financial Officer/Asst.	Director of Community & Library Services
Secretary - Treasurer Authorized Signator	REVIEWED AND APPROVED:
	City Manager
	APPROVED AS TO FORM:
	Wi. W
	City Attorney

EXHIBIT A

Signature Authority Policy

Each of the following employees of the Corporation is fully authorized and empowered to sign or countersign contracts, renewals, extensions, amendments and/or modifications to previously approved contracts, in each case, that are commercial in nature and consistent with the ordinary course of business of the Corporation consistent with past practice, on behalf the Corporation (in the name of Wolff/Lang/Christopher Architects, Incorporated and in the name of PBK Architects, Inc., or, in each case, any similar names, juxtapositions or derivations thereof) (collectively, "Agreements"), as expressly set forth below, and expressly subject to the limitations set forth below:

Corporation Employees	Authority & Limitations	
Gilbert Baez Lance Kutz Michael Schoen	 Authorized signatory on behalf of the Corporation (in the name of Wolff/Lang/Christopher Architects, Incorporated and in the name of PBK Architects, Inc., or, in each case, any similar names, juxtapositions or derivations thereof) on any Agreement involving consideration in an amount of up to \$5,000,000.00. No material terms that are extraordinary relative to the range of customary provisions for a transaction of the applicable type where such terms would have a material and adverse impact on the Corporation, its affiliates and its subsidiaries, viewed as a whole. 	
Eric Dinges Robert Lavey Chris Cunico	Authorized signatory on behalf of the Corporation (in the name of Wolff/Lang/Christopher Architects, Incorporated and in the name of PBK Architects, Inc., or, in each case, any similar names, juxtapositions or derivations thereof) on any Agreement.	

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT, PBK ARCHITECTS, INC.	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California	
By: print name ITS: (circle one) Chairman/President/Vice President	Mayor	
AND	City Clerk	
print name ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer	INITIATED AND APPROVED: Director of Community & Library Services REVIEWED AND APPROVED:	
	City Manager	
	APPROVED AS TO FORM: City Attorney	

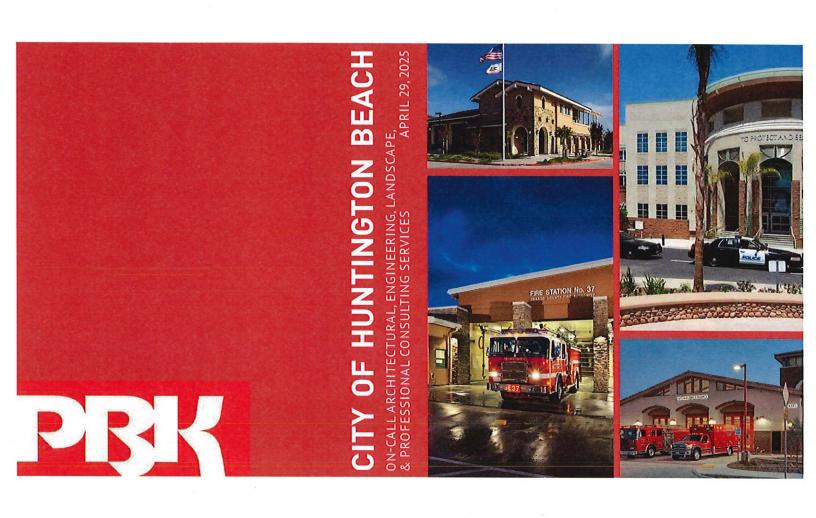
EXHIBIT "A"

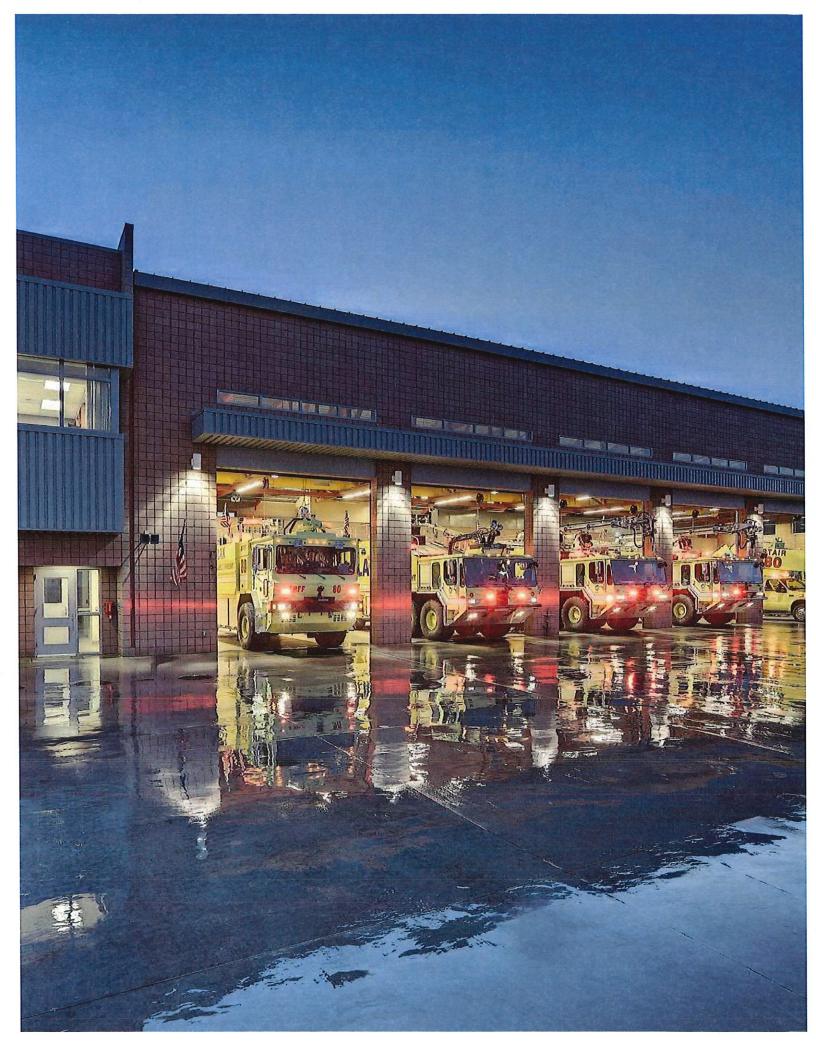
A. <u>STATEMENT OF WORK:</u> (Narrative of work to be performed)

Consultant to provide on-call architectural engineering, landscape architectural engineering and professional consulting services

- B. <u>CONSULTANT'S DUTIES AND RESPONSIBILITIES:</u>
 SEE ATTACHED EXHIBIT A
- C. <u>CITY'S DUTIES AND RESPONSIBILITIES:</u>
- D. <u>WORK PROGRAM/PROJECT SCHEDULE:</u>

EXHIBIT A





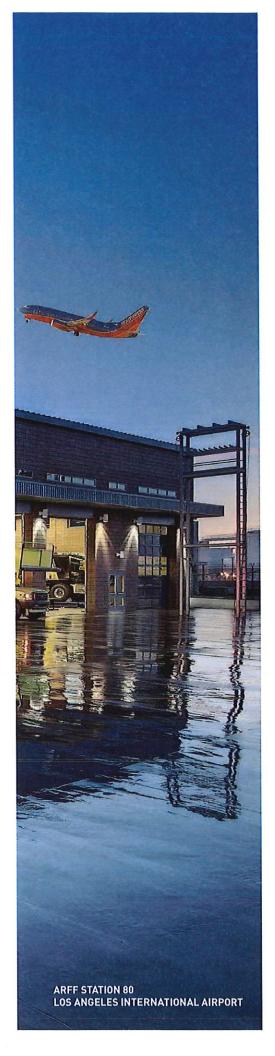


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April 29, 2025

City of Huntington Beach Community & Library Services Department Cody Hernandez cody.hernandez@surfcity-hb.org

Re: Request for Qualifications // City of Huntington Beach
On-Call Architectural Engineering, Landscape Architectural Engineering,
& Professional Consulting Services

Dear Cody and the Selection Committee,

On behalf of PBK and our entire consulting team, thank you for the opportunity to submit our proposal for Various On-Call Services. PBK is honored to continue serving the City of Huntington Beach. We specialize in the planning and design of a wide variety of municipal facilities and have delivered hundreds of such facilities, each tailored to the unique requirements of the cities and departments they support.

We have extensive experience with the City of Huntington Beach and have completed various projects such as the Explorer Training Center and Restroom Renovations at Pier Plaza. As you can imagine, we believe our specific knowledge and local presence makes us uniquely qualified for your upcoming projects.

I will be the Principal-in-Charge of the project and will be the main point of contact from design through construction. All work will be completed in our office at 2400 E. Katella Avenue, Anaheim - just a few miles from the Huntington Beach communities.

We affirm that the proposed hourly rates included in Section F will be valid for 180 days.

For over 50 years, the primary focus of PBK has been the design and construction of outstanding public facilities throughout California. Municipal and Public Agency clients make up much of the work for our firm. Our project team consists of experienced professionals who have worked together on many similar public agency projects for over 25 years. We believe our qualifications within this proposal reflect the best local team within the area.

Our multidisciplinary team combines expertise in architectural engineering, planning, and construction administration to deliver projects that exceed client expectations in quality, functionality, and efficiency. PBK's local presence, including our Anaheim office, ensures a deep understanding of regional codes, standards, and community values, enabling us to seamlessly integrate into the City's processes and culture.

KEY HIGHLIGHTS OF OUR PROPOSAL

 Extensive Experience: PBK has successfully completed numerous projects for municipal clients, including ADA compliance upgrades, facility renovations, and new construction.

An Executive Summary

- **Comprehensive Services:** Our offerings include architectural design, cost estimation, preparation of technical specifications, and construction support, ensuring holistic project execution from concept to completion.
- Local Expertise: With a strong presence throughout Southern California, we bring unparalleled familiarity with local regulations and community needs.
- Collaborative Approach: We prioritize stakeholder engagement, ensuring all voices are heard and reflected in project outcomes
- Qualified Team: Our professionals are licensed in California, bringing specialized knowledge in architectural and engineering disciplines essential to this scope of work.

AVAILABILITY OF STAFF

Our team is committed to delivering the highest level of service to all our clients, and we would not pursue work if we were not fully confident in our ability to meet that standard. The team that we propose will remain available throughout the contract and will not be removed without prior approval from the City of Huntington Beach. With over 300 California-based team members and a long-standing commitment to our clients, we never overextend our resources.

PBK's commitment to quality, efficiency, and partnership ensures we are prepared to meet and exceed the City's expectations for this on-call contract. We look forward to collaborating with the City, contributing to its continued growth and success.

SERVING THE CITY OF HUNTINGTON BEACH

With a legacy built on innovation, adaptability, and a deep commitment to public service, PBK continues to lead the way in the design of municipal and civic facilities across California. Our decades of experience, paired with a client-focused approach and a passion for creating purpose-driven spaces, position us as a trusted partner for communities now and into the future. We remain dedicated to evolving alongside our clients—delivering thoughtful, customized design solutions that support the essential work of public agencies and enrich the lives of those they serve.

Thank you again for the chance to continue working for the City of Huntington Beach. If you should have any questions or require any additional information, please do not hesitate to contact me at any time. We look forward to hearing from you.

Very truly yours,

BRUCE OU

AIA, Architect, NCARB, LEED AP

Principal

Bruce.Ou@pbk.com

REQUEST FOR PROPOSAL

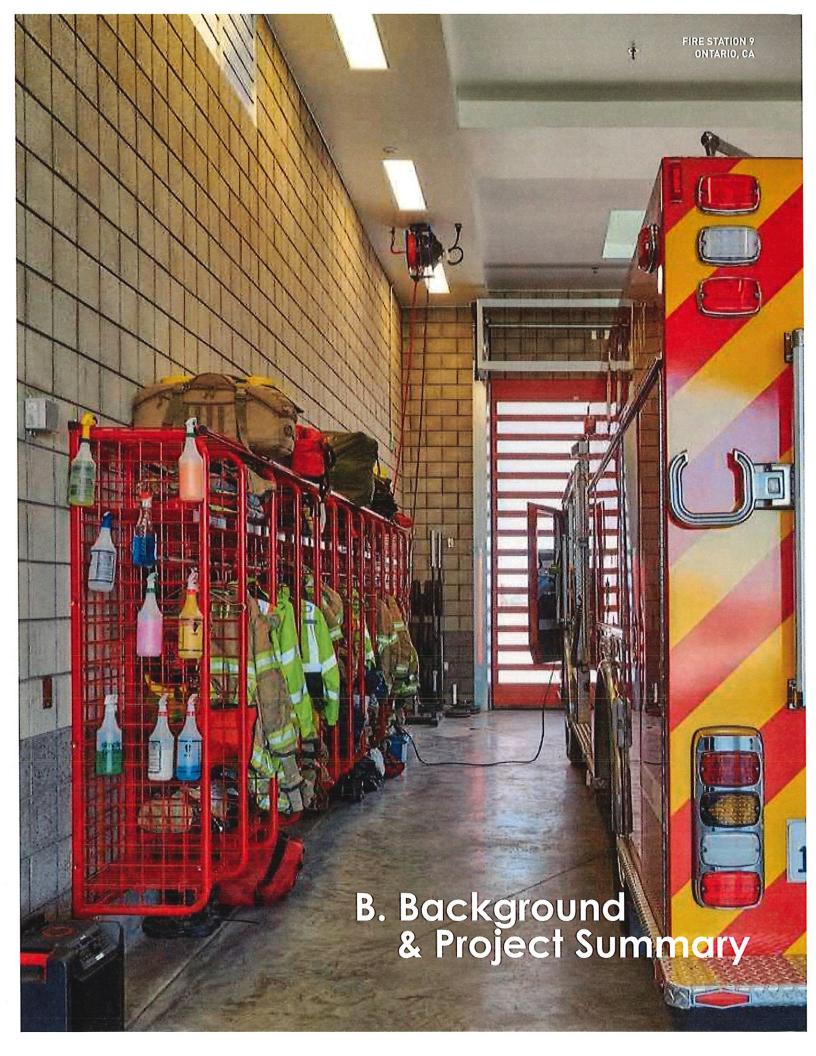
VENDOR APPLICATION FORM

TYPE OF APPLICANT:	☐ NEW	CURRENT VENDOR		
Legal Contractual Name of Corporation:		PBK Architects, Inc.		
Contact Person for Agreement: Bruce Ou, Principal				
Corporate Mailing Address:	2400 E. Katella Avenue, Suite 950			
City, State and Zip Code:	Anaheim, CA 92806			
E-Mail Address: bruce.ou@pl	ok.com			
Phone: 949-548-5000	•	Fax: N/A		
Contact Person for Proposals: Bruce Ou				
Title: Principal		E-Mail Address: bruce.ou@pbk.com		
Business Telephone: 949-548-	5000	Business Fax: N/A		
Year Business was Established: Is your business: (check one)				
☐ NON PROFIT CORPORATION ■ FOR PROFIT CORPORATION				
Is your business: (check one)				
CORPORATION INDIVIDUAL PARTNERSHIP	SOLE P	ED LIABILITY PARTNERSHIP ROPRIETORSHIP ORPORATED ASSOCIATION		

Names & Titles of Corporate Board Members (Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone		
Bruce Ou	Principal	949-548-5000		
Bob Lavey	Sr. Principal	949-548-5000		
Gilbert Baez	Sr. Principal	949-548-5000		
Yong Yoo	Principal	949-548-5000		
David Kim	Principal	949-548-5000		
Federal Tax Identification Number:	cation Number: 95-2983639			
City of Huntington Beach Business License Number: A310102 (WLC)				
(If none, you must obtain a Huntington Beach Business License upon award of contract.)				
City of Huntington Beach Business License Expiration Date: 2/28/2026				

PBK Architects, Inc., holds Wolff Lang Christopher Architects / WLC as a DBA of our operations here in California. WLC holds the City of Huntington Beach Business License number above.



B. Background & Project Summary Section

PROJECT UNDERSTANDING

It is our understanding that the City of Huntington Beach is seeking proposals from qualified firms to provide on-call Architectural and Landscape Architectural Engineering Services. These services are anticipated to support enhancements to existing City parks, community centers, clubhouses, and public spaces, focusing on tenant improvements, ADA modifications, and landscape architecture within medians and public areas. Given the City's current status as "built out," with limited new facility development expected in the next three years, the emphasis will be on revitalizing and optimizing existing infrastructure.

The PBK Team is fully equipped to meet these needs with a multidisciplinary approach and a deep bench of experienced professionals. Our team provides comprehensive architectural, landscape architectural, planning, and design services, including:

- Development of conceptual designs, sketches, renderings, and materials boards offering multiple design options responsive to each project's goals and constraints
- Preparation of complete construction drawing sets in AutoCAD and Revit formats, including all required plans, schedules, details, and code compliance information
- Delivery of technical specifications in MS Word format to align with the City's Supplemental Master Specifications
- Development of detailed cost estimates throughout the design phases
- Full architectural and engineering support during construction, including preparation of as-builts in both PDF and editable formats

Our team also brings robust capabilities in ADA compliance review, permit documentation, and coordination with relevant agencies. Additionally, we maintain partnerships with trusted sub-consultants to support environmental assessments, material testing, and civil and soils engineering as needed.

Understanding Huntington Beach's unique context—characterized by its commitment to preserving community character, enhancing public spaces, and addressing infrastructure needs—we are prepared to deliver responsive, high-quality design solutions. Our approach emphasizes sustainability, accessibility, and community engagement, ensuring that each project not only meets technical requirements but also enriches the lives of residents and aligns with the City's long-term vision.

With our client-focused philosophy and proven technical expertise, the PBK Team stands ready to support the City of Huntington Beach in achieving its goals for community enhancement and infrastructure revitalization.

C. Methodology Section

METHODOLOGY

The PBK Team approaches each project with a commitment to collaboration, creativity, and technical precision. We recognize that the City of Huntington Beach is seeking experienced partners who can enhance existing civic and recreational spaces with thoughtful, cost-effective architectural and landscape architectural solutions. Our proven methodology combines integrated project management, proactive stakeholder engagement, and a deep understanding of public sector processes to ensure each project advances smoothly from concept to closeout.

Whether revitalizing a community center, upgrading park infrastructure, or improving public medians and outdoor spaces, our goal is to deliver responsive design solutions that reflect the City's values, align with available resources, and support long-term community use. With an emphasis on accessibility, constructibility, and sustainability, we are prepared to meet and exceed the City's expectations at every stage of the project lifecycle.

IMPLEMENTATION PLAN

1) Project Management Approach & Controls

PBK utilizes a collaborative and integrated Design Team approach, led by Principal-in-Charge Bruce Ou, AIA, to ensure quality control, schedule adherence, and budget alignment. Each project is assigned a consistent, multidisciplinary team that remains engaged from concept through closeout, allowing for seamless communication and continuity. We employ a centralized project management

system that enables real-time tracking of schedules, submittals, consultant coordination, and cost management. Our internal review procedures ensure that every deliverable is subject to thorough QA/QC evaluation before submission.

2) Stakeholder Engagement

Our approach to stakeholder involvement is rooted in a participatory process that emphasizes collaboration and transparency. We recommend establishing a Project Committee composed of key City staff and stakeholders. Through this committee, we will conduct regular progress meetings, design charrettes, and informal working sessions to solicit feedback and encourage idea-sharing. This ensures that the final design reflects both technical needs and community values.

We also recognize the importance of external stakeholders - residents, facility users, or neighboring businesses. We will assist the City in preparing materials for presentations or community engagement, should those needs arise.

3) Implementation Strategies

From day one, PBK prioritizes the alignment of design solutions with project goals, budget, and community character. We tailor each solution to the specific context and challenges of the site and intended use. We integrate sustainability, accessibility, and flexibility into each project while remaining responsive to the City's unique infrastructure and landscape needs.

We employ BIM software (Revit) and AutoCAD for precision and coordination across disciplines,

and utilize a detailed constructibility review process during all phases. Value engineering is built into each design milestone to maintain alignment with the approved budget.

CLIENT SATISFACTION & QUALITY CONTROL

We achieve client satisfaction by maintaining open communication, being highly responsive, and delivering on our promises. Our process is transparent and proactive: we anticipate challenges early, offer practical solutions, and provide consistent updates on progress, costs, and options.

To meet the requirements outlined in the Scope of Work, we will:

- Prepare construction documentation to the City's specifications and preferred formats
- Provide clear, code-compliant designs that support ADA accessibility and ease of maintenance
- Deliver cost estimates and value-based recommendations at each phase
- Provide responsive support during bidding and construction, including document clarifications, submittal reviews, and construction observation

Our QA/QC procedures are embedded throughout the design process, not as a final checkpoint but as an ongoing quality standard.

SAMPLE PROJECT SCHEDULE APPROACH

PBK uses a task-based scheduling strategy, broken into the following standard phases:

- Conceptual Design & Programming
- Schematic Design
- Design Development
- Construction Documents
- Bidding/Permitting
- Construction Administration
- Closeout & As-Builts

Each phase includes specific deliverables and milestone reviews. We use Microsoft Project and other scheduling tools to develop Gantt charts with clearly defined tasks, responsible parties, and due dates. This schedule is maintained collaboratively with the City, updated at regular intervals, and adjusted to reflect project realities in real time.

We also track scope and budget alignment with a cost estimate log, updated at each major milestone to reflect scope decisions, material selection, and value engineering.

CITY STAFF ROLES & COLLABORATION

PBK views the City as a true partner in the process. To streamline coordination and reduce City staff burden, we will take the lead on all planning, design, document production, and consultant management tasks.

We anticipate the following key roles from City staff:

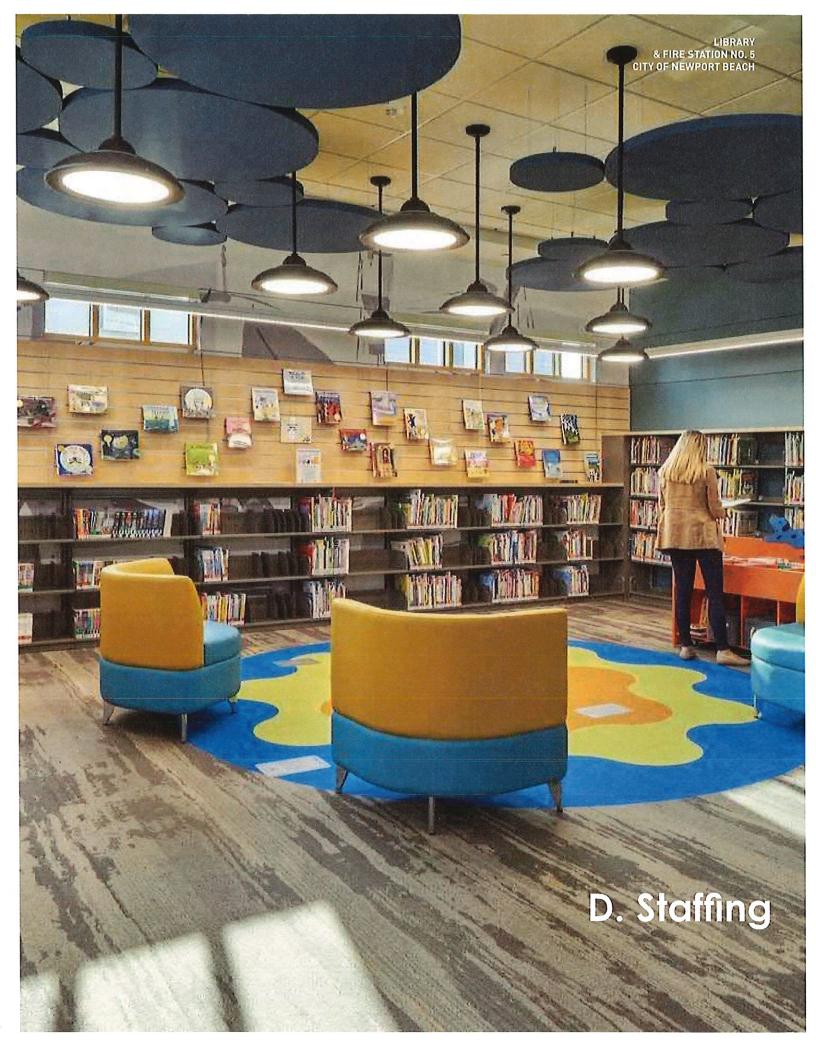
- Design Review & Feedback: Participation in milestone reviews and workshops
- 2. Access & Coordination: Assistance with facility access, existing documentation, and relevant City standards or templates
- 3. Permitting Support: Coordination with internal departments and permit reviewers

We'll provide agendas, meeting notes, and progress documentation to keep the City team informed and reduce the time commitment required.

CONCLUSION: A TRUSTED PARTNER FOR ON-CALL SERVICES

With more than 50 years of experience in public architecture and landscape design, PBK has earned a reputation for delivering high-quality projects that stand the test of time. Our team understands the importance of working efficiently within a built-out urban environment and is well-versed in the nuanced needs of municipal clients like the City of Huntington Beach. We offer a hands-on, communicative approach that minimizes disruption, respects community identity, and provides lasting value.

As your on-call partner, we are prepared to mobilize quickly, adapt to evolving project scopes, and serve as an extension of your staff. We look forward to supporting the City in improving and maintaining the vibrant civic and recreational facilities that make Huntington Beach such a dynamic place to live, work, and visit.



D. Staffing

A. PBK TEAM

The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of civic and municipal facilities. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management.

BRUCE OU, PRINCIPAL IN CHARGE

Bruce will serve as the Principal-in-Charge and Project Architect for the duration of the project. He will be the primary day-to-day contact and will be working closely with the Project Committee and all members of the PBK consulting team. Bruce will manage the contract agreement and monitor scope, budget, and schedule requirements.

NOAH DEWEY, PROJECT MANAGER

Noah will serve as Project Manager and will be primarily responsible for the layout and design of any project. He will also be responsible to ensure all programmatic and code requirements are met. During the design phase, Noah will be responsible for producing design presentations and other visual communication materials. He will coordinate the preparation of the final construction documents and provide administrative support throughout the entire construction process.

JOSE VALLARTA, QA/QC

Jose will work with the owner's project manager from start to finish of the project, working hand-in-hand with City staff to produce program information, schematic design, design development, and contract documents. He will continue with the project through construction, leading the construction meetings, coordinating issues with the owner and contractor, reviewing applications for payment, and ensuring timely responses to all issues during construction.

SHONA BOSE, SUSTAINABILITY LEADER

Shona is PBK's national Director of Sustainability and will serve as our Sustainability Coordinator for any City of Huntington Beach projects. She has extensive experience with a number of sustainability tracking programs including LEED, CHPS, and the new CALGreen code requirements. Shona will assist the team in identifying sustainable savings. She will also ensure that the sustainability requirements are incorporated into the construction documents during all design phases.





Bruce Ou Architect, AIA, NCARB, LEED AP, Principal

Bruce Ou joined PBK in 2002. In his role as a Principal-in-Charge, Mr. Ou is responsible for the complete delivery of the project from Concept through Occupancy. PBK's Principals are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineering disciplines. The Principal has the corporate authority to sign all Agreements and Contract Documents.

EDUCATION

University of California, Berkeley
College of Environmental Design
Master of Architecture
University of California, Berkeley
College of Environmental Design
Bachelor of Arts

Major - Architecture Minor - Urban Planning

REGISTRATION

Architect, California - C34832 Architect, Hawaii - AR-19097

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Secretary
(Executive Board of Directors) 2015-2018
Leadership in Energy and Environmental
Design (LEED AP)
National Council of Architectural
Registration Boards (NCARB)

SELECT EXPERIENCE

City of West Covina

Fire Station 1

City of Costa Mesa

- Fire Station 2
- Fire Training Center
- Fire Station 1 HVAC Improvements

City of Laguna Beach

Fire Station 4

City of Hungtington Beach

- Explorer Training Center
- Central Library Remodel

City of Newport Beach

- Harbor Department Remodel
- Utility Department Remodel

City of Irvine

William Woollett Jr. Aquatics Center

City of Stanton

Norm Ross Sports Park

Santa Ana USD

- Jackson Elementary School Parking Lot Expansion
- Jackson Elementary School STEM Dual Language Magnet Academy

Fontana USD

- Fontana High School Structural Rehabilitation of Covered Walkway
- Wayne Ruble Middle School Four Portable Classroom



Noah Dewey

Project Manager

With PBK since 2016, Noah will manage all aspects of each project from concept to completion. He will guide the team on document production, including any sketches, technical drawings, site assessments, and graphic studies for all phases with our team. He will collaborate with Bruce to develop thoughtful, strategic documentation which will target your cognitive, cultural, physical, and social environment, as well as lead all final programming, functional diagrams, and related documents.

EDUCATION Bachelor of Construction Engineering Technology California Polytechnic State University, Pomona

SELECT EXPERIENCE

City of Huntington Beach

- Explorer Training Center
- Central Library Remodel

City of Newport Beach

- Harbor Department Remodel
- Utility Department Remodel

City of Irvine

 William Wollett Jr. Aquatics Center

City of Costa Mesa

- Fire Station 1 HVAC Improvements
- Training Facility

Confidential Client

- Grand Californian Hotel Roof Assessment
- Local Boiler Design
- Back-of-House Electrical Upgrades
- Tenaya Stone Spa Modernization
- Building B500 Heat Remediation

Centinela Valley Union HSD

 Hawthorne High School Phase II - Classroom Addition

Chino Valley USD

 Chaparral Elementary School Playground Modernization

Colton Joint USD

 Colton High School Sports Stadium Modernization

Fontana USD

- Fontana High School Structural Rehabilitation of Covered Walkway
- Wayne Ruble Middle School Four Portable Classroom

Garden Grove USD

- James Irvine Intermediate School HVAC Replacement
- Los Amigos High School Modernization
- Santiago High School Modernization

Muroc Joint USD

- Bailey Elementary School Modernization/Additions
- Branch Elementary School
- Desert Junior High/Senior High School Modernization/ Additions



Jose Vallarta LEED Green Associate / QA/QC

Jose Vallarta joined PBK in 1997. He will be responsible for the management of the project and conceptual, schematic, design development, construction documentation, and construction services. Mr. Vallarta will lead our handpicked consultant team and attend all project meetings and presentations. He will manage internal resources, ensure budget adherence, and spearhead the development and facilitation of all project documents, agency approvals, and construction.

City of Irvine

• William Woollett Jr. **Aquatics Center**

City of Stanton

Norm Ross Sports Park

City of Huntington Beach

· Central Library Remodel

City of Placentia

Public Safety Center

City of Costa Mesa

- Fire Station 1 HVAC **Improvements**
- Training Facility

City of Laguna Woods

City Hall Renovation

City of Manhattan Beach

Fire Station 2

City of Orange

 Police Headquarters Lobby Roof Remodel

Garden Grove USD

- Los Amigos HS Bleacher Replacement
- Los Amigos HS Modernization
- Parkview Elementary

SELECT EXPERIENCE

Corona-Norco USD

- Eleanor Roosevelt High School
- El Cerrito Middle School Addition and Modernization
- Santiago High School Science Lab Addition
- Santiago High School Administration Addition

EDUCATION Bachelor of Architecture. California State Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS **LEED Green Associate** Toastmasters International



Shona Bose

AIA, LEED AP BD+C Director of Sustainability Sustainable Design Leader

Shona's career has focused on public architecture balancing environmental stewardship with community engagement and technical precision. She helps to create public spaces that are not only sustainable. energy efficient, and resilient, but also resonate with community needs. She is active in the local architectural community relying on her attention to detail and public engagement to help shape Washington's energy codes, Clean Building Performance Standards, and public policy in the built environment.

SELECT EXPERIENCE City of Tukwilla

Community Center Study

Bellevue College

Student Center

University of Washington, Tacoma

- Learning Commons and Engineering Renovation
- · Center for Equity and Inclusion Predesign

Bellevue School District

Highland Middle School

White River School District

Glacier Middle School

Lake Washington School District

Norman Rockwell Elementary School

North Thurston Public Schools

Pleasant Glade Elementary School Addition

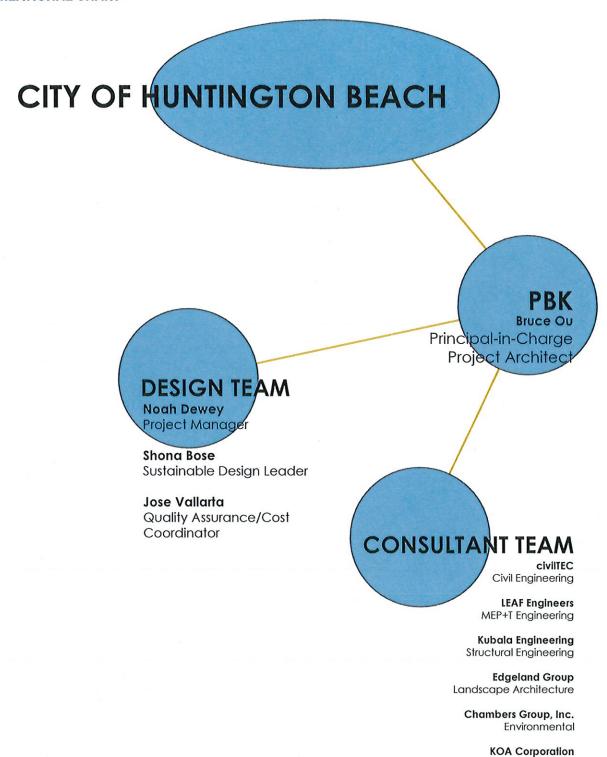
EDUCATION Master of Architecture,

Master of Architecture,
Washington State University
BA, Cognitive Science
Occidental College

REGISTRATION Architect, Washington

PROFESSIONAL AFFILIATIONS AIA|WA Equity Diversity & Inclusion Access Committee Member

B. ORGANIZATIONAL CHART



Traffic Consulting

Masek Consulting

Hazardous Assessment

BEAM Professionals

Building Envelope

Third-Party / Subcontractors

A. IN-HOUSE EXPERTS / SUB-CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size.

Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

CIVIL ENGINEERING

civTEC 999 Corporate Drive, Suite 100 Ladera Ranch, CA 92694 (949) 463-8822

civTEC was founded with the singular goal of providing comprehensive civil engineering consulting services. Their team has over 25 years of experience in providing civil engineering for land development projects. Their knowledge of current technology and code requirements allows them to provide their clients the best engineered solutions. Civtec has been working with our firm since 2003.

STRUCTURAL ENGINEERING

Kubala Structural Engineers 2400 E Katella Avenue, Suite 950 Anaheim, CA 92806

An in-house, exclusive partner to PBK, Kubala provides structural engineering, forensic assessment, peer review, facility assessments, and vibration consulting for projects throughout California. Their projects range from parking facilities to laboratories to data and administrative centers - working within current California codes to ensure compliance every step of the way. Kubala has been part of PBK since 2018.

MECHANICAL ENGINEERING ELECTRICAL ENGINEERING PLUMBING ENGINEERING LOW VOLTAGE CONSULTING

LEAF Engineers 2400 E Katella Avenue, Suite 950 Anaheim, CA 92806

Also in-house to PBK, LEAF Engineers was established in 2002, and has since grown to a staff of 110+ and has successfully completed over 2,500 MEP/T projects for 250 different clients across seven states. Their core business includes mechanical. electrical, plumbing, technology consulting engineering, low voltage, fire protection, and commissioning, as well as LEED consulting services, energy modeling services, third-party energy code compliance services, energy audits, and the production of sustainable-designed buildings with low utility consumption and extensive automation for ease of operation. LEAF has the resources and experience to ensure the services provided are executed to the highest industry standards with oversight from their professional engineers.

LANDSCAPE ARCHITECTURE

EDGELAND Group 2400 E Katella Avenue, Suite 950 Anaheim, CA 92806

Edgeland provides landscape architecture and planning services. The firm focuses on designing and planning interactive and resilient outdoor educational spaces that inspire learning through inquiry and play. The firm retains a diverse skill set and offers a unique take on the design of sustainable and collaborative outdoor spaces. At Edgeland's core is a passion for imaginative, solution-oriented design that adds value to client projects, cities, regions and society at large.

ENVIRONMENTAL

Chambers Group, Inc. 3151 Airway Avenue, Suite F208 Costa Mesa, CA 92626 (949) 261-5414

Chambers Group has been the standard for environmental consulting services to private businesses, industry, and government agencies throughout the western United States. With roots in environmental compliance and natural resources management, Chambers Group works on behalf of its clients to keep projects moving forward. Chambers Group has been working with our firm since 2015.

TRAFFIC ENGINEERING

KOA Corporation 2141 West Orangewood Avenue, Suite A Orange, CA 92868 (714) 573-0317

Founded in 1987, KOA is a leading provider in professional services in the fields of transportation engineering, mobility planning, traffic analysis, and construction management for both public agencies and private sector clients. Their focus on safety for all roadway users is the foundation of their professional practice. KOA has been working with our firm since 2000.

HAZARDOUS ASSESSMENT

Masek Consulting 23478 Sandstone Street Mission Viejo, CA 92692 (949) 581-8503

Masek consulting is an environmental consulting company which specializes in toxic material assessment, testing, and remediation. Founded in 1992, they have both the equipment and staff necessary for a wide variety of environmental conditions. Masek Consulting has been working with our firm since 2003.

BUILDING ENVELOPE

BEAM Professionals 2400 E Katella Avenue, Suite 950 Anaheim, CA 92806

BEAM Professionals has over 30 years of experience in the design and maintenance of exterior building envelope systems across municipal, corporate, commercial, and sports facilities. Their team specializes in roofing evaluations, offering thorough assessments and cost analyses to define a clear scope of work following initial site investigations. From construction documents to pre-proposals and meeting participation through closeout, BEAM provides full project support. They also offer roof management programs using Microsoft Access, ensuring compatibility with most client systems.



E. Qualifications

With 50+ years of experience, PBK is a leader in the design of Civic and Municipal facilities. Our work has been recognized at state and national levels by the American Institute of Architects, International Association of Fire Chiefs, International Association of Police Chiefs, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society. Municipal and Public Agency clients make up a majority of the work in the studio proposed for your new projects. Our design team consists of experienced professionals who have worked together on many public agency projects.

The following is a selection of projects we are currently designing or have recently completed:

UTILITY AGENCIES

- Valley County Water District Headquarters
- Yuba Water Agency Administration Facilities
- Cucamonga Valley Water District Remodel
- Victor Valley Wastewater Reclamation Lab
- Inland Empire Utilities Agency Lab
- Southern California Gas Company Engineer Center
- Coachella Valley Water District Admin Center
- Coachella Valley Water District Laboratory
- Irvine Ranch Water District Master Plan
- Victor Valley Water District Headquarters
- Azusa Light and Water Administration Facility
- Glendale Water and Power Stores Building
- Southern California Gas Energy Resource Center
- Inland Empire Utilities Agency Headquarters
- SCE Agricultural Technology Application Center
- American Honda Motor Company
- UCI National Fuel Cell Research Center
- Elyze Clifford Interpretive Center



CIVIC CENTERS

- Yucaipa Civic Center
- Avalon Civic Center
- Walnut City Hall
- · American Canyon City Hall
- Big Bear Lake Civic Center
- · Grand Terrace Civic Center
- · Banning Civic Center
- · Citrus Heights City Hall
- · City of Gilroy Civic Center
- · City of Clovis Civic Center
- · Laguna Woods City Hall Renovation
- · Escondido City Hall Renovation

MAINTENANCE FACILITIES

- Brea Maintenance Yard
- Chino Maintenance Yard
- San Carlos Corporate Yard

LAW ENFORCEMENT

- Upland Police Facility
- Montclair Police Facility Headquarters
- · Ontario Fire and Police Admin Facilities
- Ontario Precom and EOC
- County of San Bernardino Trona Sheriff's Substation
- Monrovia Police Facility
- Clovis Police and Fire Facility
- · Burbank Police and Fire Facility
- Manhattan Beach Police and Fire Facility
- San Marcos Sheriff Facility
- Oceanside Police and Records Facility
- Escondido Police and Fire Administration

FIRE STATIONS

- Rancho Cucamonga Fire Station 175
- Rancho Cucamonga Fire Station 176
- Rancho Cucamonga Fire Station 6
- Rancho Cucamonga Fire Station 173
- Los Angeles Fire Station 15
- Los Angeles Fire Station 39
- Los Angeles Fire Station 7
- · Chino Fire Station 1
- Chino Fire Station 2
- Chino Fire Station 3
- Chino Fire Station 7
- Chino Fire Training Center
- Manhattan Beach Fire Station 2
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Malibu Fire Station 71
- San Diego Fire Station 45
- · Ontario Fire Station 9
- · Chino Fire Station 3
- Tustin Fire Station 37
- · Carlsbad Fire Station 3
- Bonsall Fire Station 5
- Hesperia Fire Station 301
- Mecca Fire Station 40
- Simi Valley Fire Station 47
- Fontana Fire Station 71
- Rialto Fire Station 202
- Cypress Fire Station 17
- Scottsdale Fire Station 8
- San Mateo Fire Station 23
- Stanton Fire Station 46
- Scottsdale Fire Station 1
- LAX ARFF Station 80
- San Jose Fire Station 2
- Fremont Fire Station 11
- Escondido Fire & Police HQ
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Culver City Fire Station 3

COMMUNITY CENTERS

- Victoria Gardens Community/Cultural Center
- La Verne Teen Center
- · Montclair Youth Center
- Yucaipa Community Center
- Delano Community Center
- Agoura Hills Calabasas Community Center
- Murrieta Teen Center
- Woodbridge Community Center, Irvine
- · Rancho Santa Susana Community Center
- Cameron Park Community Center
- Rainbow Acres Community Center
- Fontana Community Center
- · Cameron Park Community Center
- · Citrus Park Community Center
- Corona Comunity Center

SENIOR CENTERS

- Montclair Senior Center
- Fontana Senior Center
- Glendale Adult Recreation Center
- Murrieta Teen Center
- Chino Senior Center
- Cerritos Senior Center
- American Canyon Senior Center
- Murrieta Senior Center

RECREATIONAL FACILITIES

- Maclaren Coommunity Park
- Esencia Sports Park
- Norm Ross Sports Park
- Dunlap Community Park
- · Family YMCA of Upland
- Chino Hills Sports Park
- Patricia Birdsall Sports Park
- Glendale Aquatic Facility
- Jurupa Valley Aquatic Center
- Santa Clarita Aquatic Center

THE FOLLOWING PAGES PROVIDE SOME ADDITIONAL INFORMATION ON SPECIFIC PROJECTS IN PROGRESS OR COMPLETED BY OUR FIRM:

EXPLORER TRAINING CENTER

Huntington Beach, CA









Project Cost: \$2,000,000 (est.)

Square Footage: Building: 2,880 Covered Parking: 2,480

Completion Date: March 2026 (est.)

Contact: Mr. Scott Haberle Fire Chief Huntington Beach Fire Department (626) 705-4095 scott.haberle@surfcity-hb.org The Explorer Training Center is a new recruit training classroom building to be shared by both the Huntington Beach Police and Fire Departments. The existing building, affectionately known as the "White House" will be demolished or potentially relocated. The facility includes a large training classroom, restroom, break room, and administrative office space.

Located at Fire Station 1, the new facility is accessible from both the training grounds and the Huntington Beach Police Heliport.

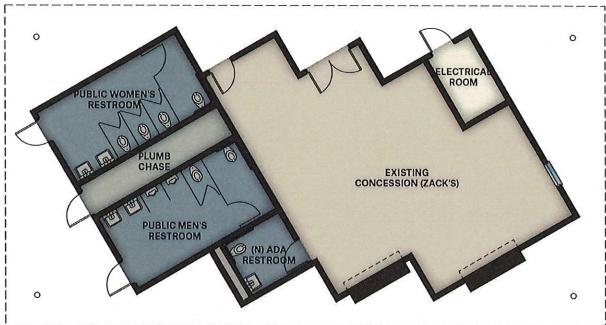
In order to keep costs to a minimum, the structure of the building was kept as simple as possible. A uniform set of trusses forms the rectangular plan. Exterior materials include plaster in varying colors and both vertical and horizontal shading elements. A covered carport structure has also been incorporated into the facility.

PIER PLAZA RESTROOM RENOVATION

Huntington Beach, CA







RESTROOM/CONCESSION BUILDING - OPTION 1: 570SF / 1,076SF = 1,646SF

Contract Amount: \$20,300

Square Footage: TBD

Completion Date: In Progress

Contact: Ms. Chau Vu Deputy Director of Public Works City of Huntington Beach (714) 374-5345 chau.vu@surfcity-hb.org PBK is currently working with the City of Huntington Beach on the redesign of the existing restroom facilities at the Huntington Beach Pier. Designed and constructed in the 1970s, the existing facilities no longer provide a safe environment for the public or City maintenance staff. Coordination with the existing concession tenants is also a consideration in the overall design. PBK's scope of work includes various floor plan alternatives as well as development of beach-themed imagery for the City to incorporate into other restroom facilities located along the coast.

The project is currently in progress and is one of a number of on-call services being completed with the City of Huntington Beach.









Project Cost: \$3,000,000

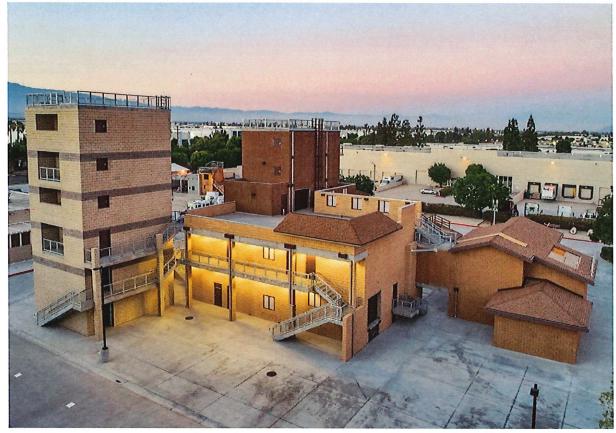
Square Footage: 14,300

Completion Date: 2017

Contact: Ed Galero City of Delano (661) 720-2221 The 14,300 s.f. community center will provide the local community with a fun and exciting place for recreation. There will be various activities for families to enjoy such as basketball, volleyball, dancing, video games, ping-pong or just plain relaxing. The City of Delano Parks Department will administer supervision and plan events out of an office and open work area. This facility will be the first phase of a master planned park that will include a community pool, outdoor play courts and an amphitheater stage with a screen wall for outdoor movies.

In keeping with the States current drought condition, the center will has drought tolerant planting and drip irrigation.











Project Cost: \$8,519,610

Square Footage: Classroom Building - 3,388

Fire Training Tower - 14,475 Burn Building - 2,372

Completion Date: June 2020

Contact: Mr. Mike Pelletier Deputy Chief (R) Ontario Fire Department (909) 229-3333 leykers@msn.com The new fire and police training center is located on a 4.5 acre site directly adjacent to Fire Station 3 in the City of Ontario. The project includes a new burn building along with an expansive training complex. The facility includes both five-story and six-story training towers. The classroom building includes administrative offices, restrooms, break area and multiple classrooms. The classrooms include both tiered and flat-floor layouts for maximum flexibility.

Site features include a new concrete perimeter road, training grounds, above grade vent props, pump test pit, utility props, and an extensive confined space prop. Additional parking was also provided over the entire site.

Located in a largely industrial area, the project uses various colors and textures of concrete masonry to help blend with the community and give the buildings a sense of scale. Residential, commercial, and industrial forms provide for a wide variety of training scenarios.

FIRE STATION 5/LIBRARY

Newport Beach, CA









Project Cost: \$6,389,186

Square Footage: 10,314

Completion Date: September 2019

Contact: Mr. Jim Boland Captain Newport Beach Fire Department (714) 915-4896 jboland@nbfd.net Faced with the need to replace two aging facilities on adjacent sites, the City of Newport Beach opted to combine two distinct building types into a single facility. Known affectionately as "The Fibrary," the project combines Fire Station 5 and the branch library for Corona Del Mar. Located at the edge of a small scale residential area, both the fire station and library were considered essential by members of the community. Through a series of community workshops and informational presentations, we were able to work through the distinct issues that come with a combined facility of this type.

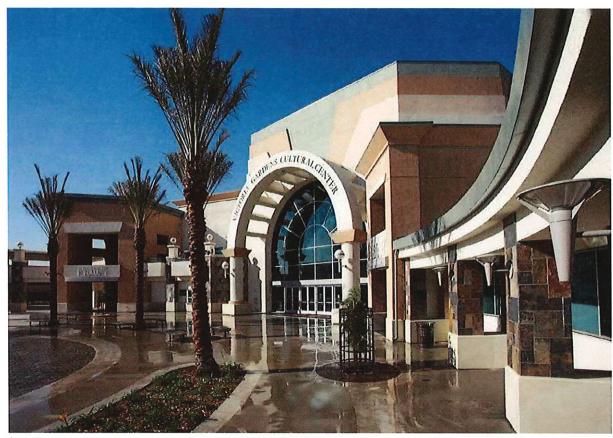
The fire station features a 2-bay, single-deep apparatus room with drive-through capability and individual dormitories for a crew of six. Other areas include administrative offices, kitchen and dining room, exercise room, and the various support spaces required for a facility of this type.

The library portion of the facility includes areas for children, teens, and adults. Both traditional and casual furniture are combined to create an open flow between the different areas. Other areas include a staff work room, storage, and public restrooms. The work of a local artist, Rex Brandt, was incorporated into selected areas of the interior to further combine the different areas.

VICTORIA GARDENS CULTURAL CENTER

Rancho Cucamonga, CA











Project Cost: \$33,000,000.00

Square Footage: Theater: 52,000 Meeting Space/Kit: 14,000 Library: 34,000 Total: 100,000

Completion Date: August 2006

Contact:
Diane O'Neal
Program Analyst
City of Rancho Cucamonga
(909) 477-2760

The Victoria Gardens Cultural Center is a community center, library, and performing arts center located at the north axis of the Victoria Gardens shopping complex in Rancho Cucamonga, California. The building links the Lewis Family Playhouse, Paul A. Biane Library, a new 500 car multi-story parking garage, and the 4,500 sf Celebration Hall under one roof. The Celebration Hall can be rented out for private parties or weddings and the City hosts a number of community events such as Star Wars Day and Harry Potter Day in the outdoor Imagination Courtyard.

The design team emphasized pedestrian access either through or around the facility designing an "Arbor Court" to link the residential area to the public spaces and encourage nearby residents to walk through the buildings and Imagination Courtyard.

Award of Excellence in Facility Design - California Park and Recreation Society (CPRS) - March 2007

References

The following are some specific references for our firm. PBK takes great pride in not only the facilities we help create but the relationships that develop with many municipal agencies.

CITY OF ESCONDIDO

Ms. Joyce Masterson, Asst. City Manager (R) City of Escondido

Phone: (760) 715-8407 Email: masterson4@cox.net

CITY OF CARLSBAD

Mr. Terry L. Smith, Senior Civil Engineer (R)

City of Carlsbad Phone: (760) 613-8205 Email: tlsmith60@yahoo.com

CITY OF CHINO

Mr. Michael A. Kolling, Project Manager (R)

City of Chino Phone: (909) 664-6220 Email: kolling5@aol.com

Ms. Carolyn Baltzer, Project Manager

City of Chino

Phone: (909) 627-7577

Email: cbaltzer@cityofchino.org

COUNTY OF RIVERSIDE

Ms. Anna E. Rodriguez, Project Manager

County of Riverside, EDA Phone: (760) 863-2537

Email: aarodriguez@rivcoeda.org

CITY OF FONTANA

Ms. Kimberly Young, Senior Civil Engineer

City of Fontana Phone: [909] 350-7632 Email: kyoung@fontana.org

Mr. Weldon Babino, Project Manager (R)

City of Fontana Phone: (909) 855-6201 Email: wbabino@ymail.com

LOS ANGELES WORLD AIRPORTS

Mr. Robert Falcon, Chief Airports Engineer Los Angeles International Airport

Phone: (424) 646-5973 Email: rfalcon@lawa.org

SAN BERNARDINO COUNTY

Mr. Noel Castillo, Public Works Director

Department of Public Works Phone: (909) 275-5889

Email: noel.castillo@dpw.sbcounty.gov

SANTA MONICA FIRE DEPARTMENT

Mr. Jim Hone, Fire Chief (R) Santa Monica Fire Department Phone: (310) 749-3523 Email: jnhone@me.com

DEPARTMENT OF GENERAL SERVICES

Ms. Shelley Whitaker, Program Manager

Department of General Services

Phone: (916) 376-1674

Email: shelley.whitaker@dgs.ca.gov

MANHATTAN BEACH FIRE DEPARTMENT

Mr. Mike Boyd, Battalion Chief (R) Manhattan Beach Fire Department

Phone: (714) 318-9811 Email: mboyd31@icloud.com

ORANGE CITY FIRE DEPARTMENT

Mr. Robert Stefano, Deputy Chief Orange City Fire Department Phone: [949] 533-2049

Email: rstefano@cityoforange.org

NEWPORT BEACH FIRE DEPARTMENT

Mr. Jim Boland, Captain Newport Beach Fire Department Phone: (714) 915-4896

Email: jboland@nbfd.net

CITY OF NEWPORT BEACH

Mr. Mark Vukojevic, Public Works Director

City of Newport Beach Phone: (949) 644-3319

Email: mvukojevic@newportbeachca.gov

Mr. Peter Tauscher, Project Engineer

City of Newport Beach Phone: (949) 644-3316

Email: ptauscher@newportbeachca.gov

CITY OF PALM DESERT

Ms. Lucero Leyva, Project Manager City of Palm Desert

Phone: (760) 346-0611 Email: lleyva@palmdesert.gov

CITY OF COSTA MESA

Mr. Arash Rahimian, Associate Engineer

City of Costa Mesa Phone: (714) 754-5069

Email: arash.rahimian@costamesaca.gov

CITY OF LOS ANGELES

Mr. Curt Klafta, Battalion Chief (R) Los Angeles Fire Department Phone: (805) 300-3256 Email: cmklafta@verizon.net

CITY OF PASADENA

Mr. Dale Torstenbo, Project Manager (R)

City of Pasadena Phone: (626) 484-5640

Email: daletorstenbo@gmail.com

CITY OF HESPERIA

Mr. David R. Burkett, Project Manager

City of Hesperia

Phone: (760) 947-1202

Email: dburkett@cityofhesperia.us

CITY OF SAN DIEGO

Ms. Rowaida Jadan, Project Manager

City of San Diego Phone: (619) 533-6655 Email: rjadan@sandiego.gov

CITY OF SAN MARCOS

Mr. Paul Malone, City Manager (R)

City of San Marcos Phone: (760) 802-2487 Email: paulmalone@gmail.com

FOUNTAIN VALLEY FIRE DEPARTMENT

Mr. Ron Cookston, Fire Chief (R) Fountain Valley Fire Department

Phone: (949) 589-8950 Email: roncookston@gmail.com

HUNTINGTON BEACH FIRE DEPARTMENT

Mr. Scott Haberle, Fire Chief Huntington Beach Fire Department

Phone: (626) 705-4095

Email: scott.haberle@surfcity-hb.org

VALLEY COUNTY WATER DISTRICT

Mr. Jose Martinez, General Manager

Valley County Water District Phone: (909) 973-9553 Email: jmartinez@vcwd.org

CITY OF ONTARIO

Mr. Dan Beers, Project Manager

City of Ontario

Phone: (909) 395-2806 Email: dbeers@ontario.gov

BIG BEAR LAKE WATER DISTRICT

Mr. Reggie Lamson, General Manager City of Big Bear Lake

Phone: (909) 866-5050 Email: rlamson@bbldwp.com

CONTRACTORS

Mr. Nathan Complin, Project Executive Erickson-Hall Construction Co.

Phone: (760) 801-4284

Email: ncomplin@ericksonhall.com

Mr. Jon Wollam, Construction Manager

RC Construction Services Phone: (909) 772-2654

Email: jon.wollam@rcconstruction.com

Mr. Bryan Aylor, Director of Construction TELACU Construction Management

Phone: (714) 541-2390 Email: baylor@telacu.com

References of Work Performed Form

(List 5 Local References)

Comany Name: PBK ARCHITECTS

1. Name of Reference: HUNTINGTON BEACH FIRE DEPARTMENT				
Address: 2600 Main Street, Huntington Beach, CA 92648				
Contact Name: Mr. Scott Haberle Phone Number: [626] 705-4095				
Email:scott.haberle@surfcity-hb.org				
Dates of Business: Current (2026)				
2. Name of Reference: CITY OF HUNTINGTON BEACH				
Address: 2600 Main Street, Huntington Beach, CA 92648				
Contact Name: Ms. Chau Vu Phone Number: (714) 374-5345				
Email:chau.vu@surfcity-hb.org				
Dates of Business: Current (2026)				
3. Name of Reference: CITY OF ONTARIO Address: 303 E. B Street, Ontario, CA 91764				
Contact Name: Mr. Mike Pelletier Phone Number: [909] 229-3333				
Email: leykers@msn.com				
Dates of Business: June 2020				
4. Name of Reference: NEWPORT BEACH FIRE DEPARTMENT				
Address: 100 Civic Center Drive, Newport Beach, CA 92660				
Contact Name: Mr. Jim Boland Phone Number: [714] 915-4896				
Email: jboland@nbfd.net				
Dates of Business: September 2019				
5. Name of Reference: ERICKSON-HALL CONSTRUCTION COMPANY				
Address: 500 Corporate Drive, Escondido, CA 92029				
Contact Name: Mr. Nathan Complin Phone Number: [760] 801-4284				
Email: ncomplin@ericksonhall.com				
Dates of Business: Ongoing				

F. FEE PROPOSAL

PBK's billing cycle operates on a monthly basis and is based on the percentage of project completion. Invoices are issued at the beginning of the month following the services provided.

FEE SCHEDULE

The fees are our typical hourly rates for civic and municipal projects. We understand that every client and every project is different. Based on the scope of work and projects outlined in your RFQ, we can work with the City to craft a fair and reasonable fee that accounts for budget constraints. The PBK team is dedicated to ensuring that we help you get the most out of your established budget while receiving the highest level of client service.

REIMBURSABLES

Reimbursable expenses will be subject to a 0% markup and include:

- Necessary drawings and specifications for City progress review sets during the design phase(s)
- Fees related to agencies with jurisdiction over the projects

For budgeting purposes, proposals will specify a not-to-exceed amount for reimbursable expenses. We appreciate the opportunity to collaborate and will ensure that all reimbursable expenses are reviewed and authorized by the City before proceeding with development.

All of our fees are negotiable.

HOURLY RATES	
Effective June 1, 2024 - May 31, 2025	
Principal/Client Executive/Director	\$350.00
Senior Project Manager/Director	\$310.00
Project Manager	\$290.00
Senior Project Architect	\$275.00
Project Architect	\$255.00
Construction Services Manager	\$250.00
Construction Services Coordinator/ Construction Administrator	\$200.00
Production Staff	\$180.00
Draftsman	\$180.00
Interior Designer	\$170.00
Intern	\$155.00
Designer	\$130.00
Administrative	\$120.00

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. <u>Travel</u> Charges for time during travel are not reimbursable.

C. Billing

- 1. All billing shall be done <u>monthly</u> in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
- 2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
- 3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
- 4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed:
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B

Per the City's Binder, Addendum 2 (April 23, 2025):

F. Rate Sheet

Salary information shall be included in the RFQual of all proposed positions needed in the performance of duties. Rate sheets shall include a four-year, locked, cost rate table, referencing the index in which increases are associated. Interested proposers shall submit a detailed hourly rate schedule, which is to be uploaded under the Cost File in PlanetBids. If subconsulting, surveying, the rate structure for those services shall be included. Sub-Contracting, and Sub-Consultants shall have a maximum markup of 10%.

PBK's Salary Information for our personnel is confidential.

Our rate sheet below includes a four-year rate schedule with anticipated increases of 5% per year - subject to review and approval by the City of Huntington Beach.

PBK's in-house disciplines use the same identified rates, creating a one-stop-shop for negotiation and pricing on all projects.

For external subconsultants, we will work with the City to identify necessary fims and obtain rates with specific projects in mind.

Consistent with the information shown, we do not markup reimbursable costs on any project.

PBK's billing cycle operates on a monthly basis and is based on the percentage of project completion. Invoices are issued at the beginning of the month following the services provided.

FEE SCHEDULE

The fees are our typical hourly rates for civic and municipal projects. We understand that every client and every project is different. Based on the scope of work and projects outlined in your RFQ, we can work with the City to craft a fair and reasonable fee that accounts for budget constraints. The PBK team is dedicated to ensuring that we help you get the most out of your established budget while receiving the highest level of client service.

REIMBURSABLES

Reimbursable expenses will be subject to a 0% markup and include:

- Necessary drawings and specifications for City progress review sets during the design phase(s)
- Fees related to agencies with jurisdiction over the projects

For budgeting purposes, proposals will specify a not-to-exceed amount for reimbursable expenses. We appreciate the opportunity to collaborate and will ensure that all reimbursable expenses are reviewed and authorized by the City before proceeding with development.

HOURLY RATES			
Effective June 1, 2024 - May 31, 2025			
Principal/Client Executive/Director	\$350.00		
Senior Project Manager/Director	\$310.00		
Project Manager	\$290.00		
Senior Project Architect	\$275.00		
Project Architect	\$255.00		
Construction Services Manager	\$250.00		
Construction Services Coordinator/ Construction Administrator	\$200.00		
Production Staff	\$180.00		
Draftsman	\$180.00		
Interior Designer	\$170.00		
Intern	\$155.00		
Designer	\$130.00		
Administrative	\$120.00		

BILLING PRACTICES

All of our fees are negotiable.



CERTIFICATE OF LIABILITY INSURANCE

VC.K

DATE (MM/DD/YYYY) 6/17/2025

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 and responsible.

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PRODUCER				CONTACT NAME: Michelle Serrell						
Arthur J. Gallagher Risk Management Services, LLC			PHONE (A/C, No, Ext); 281-670-2956 (A/C, No, Ext); 281-485-6933				5-6933			
2618 E Broadway St Pearland TX 77581			E-MAIL ADDRESS: Michelle_serrell@ajg.com							
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PB	K Architects, Inc.									7
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	POLICY X PRO X LOC									
									\$ 2,000	***************************************
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	CITY OF HUNTINGTON BEACH									
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City of Huntington Beach its officers, elected or appointed officials, employees, agents and volunteers 2000 Main St Huntington Beach CA 92648			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							
							USA			
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	AGEN	LOC #:		
ACORD [®] ADDITIONA	L REMA	ARKS SCHEDULE	Page _	1 of 1
AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED PBK Architects, Inc. WLC Architects, Inc.		
POLICY NUMBER		11 Greenway Plaza, Suite 2210 Houston TX 77046-1104		
CARRIER	NAIC CODE	EFFECTIVE DATE:		
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC				
FORM NUMBER: 25 FORM TITLE: CERTIFICATE C	OF LIABILITY I	NSURANCE		
The General Liability and Auto policies Include a Blanket addition agreement or permit between the named insured and the certification of the certification	ate holder that in compensation poween the name written contract d's owned & co I liability. urance Submis s, employers	requires such status. Dicies include a Blanket waiver of subrogation endorse dinsured and the certificate holder that requires such agreement or permit. Vered vehicles. Sion. Sion.	ects General	ovides this Liability and

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

- () Specific Waiver
 Name of person or organization
 - (X) Blanket Walver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2 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:

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-015

Effective Date: 04/25/25

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

Name Of Person(s) Or Organization(s):

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1.	Newly Acquired or Formed Organizations
11.	Employees as Insureds
III.	Lessor - Additional Insured and Loss Payee
IV.	Supplementary Payments - Increased Limits
V.	Fellow Employee Coverage
VI.	Personal Property of Others
VII.	Additional Transportation Expense and Cost to Recover Stolen Auto
VIII.	Airbag Coverage
IX.	Tapes, Records and Discs Coverage
X.	Physical Damage Deductible - Single Deductible
XI.	Physical Damage Deductible - Glass
XII.	Physical Damage Deductible - Vehicle Tracking System
XIII.	Duties in Event of Accident, Claim, Suit or Loss
XIV.	Unintentional Failure to Disclose Hazards
XV.	Worldwide Liability Coverage - Hired and Nonowned Autos
XVI.	Hired Auto Physical Damage
XVII.	Auto Medical Payments Coverage Increased Limits
XVIII.	Drive Other Car Coverage - Broadened Coverage for Designated Individual
XIX.	Rental Reimbursement Coverage
XX.	Notice of Cancellation or Nonrenewal
XXI.	Loan/Lease Payoff Coverage
XXII.	Limited Mexico Coverage

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,

whichever is earlier; and

XXIII. Waiver of Subrogation

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

- A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- B. For any "leased auto" that is a covered "auto" under SECTION II COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You.
 - 2. Any of your "employees" or agents; or
 - 3. 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.

C. Loss Payee Clause

- 1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
- 2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. 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.
- E. The lessor is not liable for payment of your premiums.
- F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II COVERED AUTOS LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of SECTION IV BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII, ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "toss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV, UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Fallure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI, HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- 2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household; or
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, SECTION V DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred; or
 - 2. \$30 per day with a maximum of \$900 in any one period.

- D. This coverage does not apply:
 - 1. While there are spare or reserve "autos" available to you for your operations; or
 - 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX.NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 - 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

 Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.
- 2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- 2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

POLICY NUMBER: TB5-Z91-472898-025

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

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The Insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- 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 location 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status. Location: All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

POLICY NUMBER: TB5-Z91-472898-025

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 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We walve any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations,

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

Where required by contract or written agreement prior to loss and allowed by law.

In the state of GA, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by LM Insurance Corporation 27243 For

attachment to Policy No. WC5-Z91-472898-015

Effective Date: 04/25/25

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy.

Any

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law.

Job Description

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-015

Effective Date: 04/25/25

Premlum \$

Issued to PBK Architects, Inc.

Endorsement No.

WC 04 03 06 R1 Ed. 08/01/2013 Page 1 of 1

Policy Number TB5-Z91-472898-025 Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged,

Schedule

Name of Other Person(s) / Email Address or mailing address: Number Days Notice:
Organization(s):

Per Schedule On File With The Company

Per Schedule On File With The Company

Per Schedule On File With The Company

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 60

2. Notice will be mailed to:

Per schedule on file with company

Issued by LM Insurance Corporation 27243

For attachment to Policy No.WC5 Z91-472898-015

Effective Date

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.

WC 42 06 01 Ed. 07/01/1984