PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND CANNON CORPORATION

FOR

ON-CALL CONSTRUCTION MANAGEMENT, MATERIALS TESTING, AND INSPECTION 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, CANNON CORPORATION, a hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to perform on-call construction management, materials testing and inspection 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 Josh Knoefler who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. <u>CITY STAFF ASSISTANCE</u>

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on , 2025 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than two (2) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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 Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

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

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compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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.

8. HOLD HARMLESS

A. 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

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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.

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.

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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 (\$1,000,000.00) per occurrence and in the aggregate. The abovementioned 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

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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:

- 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.

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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. TERMINATION OF AGREEMENT

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 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.

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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 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: Director of Public Works 2000 Main Street Huntington Beach, CA 92648

Cannon Corporation ATTN: Josh Knoefler 16842 Von Karman Avenue, Suite 150 Irvine, CA 92606

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.

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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. INTERPRETATION OF THIS AGREEMENT

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 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

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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. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

24. <u>ATTORNEY'S FEES</u>

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.

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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 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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29. <u>EFFECTIVE DATE</u>

This Agreement shall be effective on the date of its approval by the City Attorney. 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, CANNON CORPORATION By:	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California
Michael F. Cannon print name ITS: (circle one) Chairman/President/Vice President	City Manager INITIATED AND APPROVED:
Lawrence P. Kraemer print name ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary – Treasurer	Director of Public Works APPROVED AS TO FORM: City Attorney Date 10 21 2025 RECEIVE AND FILE:
	City Clerk

EXHIBIT "A"

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

CONSULTANT shall provide consulting services on an "as-needed" basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scope of services, work schedule, and fee proposal submitted to CITY for its review and approval.

B. <u>CONSULTANT'S DUTIES AND RESPONSIBILITIES:</u>

CONSULTANT'S duties and responsibilities shall be per CONSULTANT'S State of Qualification (Exhibit A), consistent with the City of Huntington Beach's Request for Qualifications for On-Call Construction Management, Inspection and Material Testing. Upon award, and the contract period, the CONSULTANT can choose to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commencing work.

C. CITY'S DUTIES AND RESPONSIBILITIES:

- 1. Furnish scope of work request for each project.
- 2. Furnish construction plans and specifications to the CONSULTANT
- City shall issue a task order for each project based upon scope of services, work schedule, and fee proposal submitted.

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by CITY.

City of City o

Qualifications for

On-Call Construction
Management, Materials
Testing, and Inspection

Cannon

Reliable Responsive Solutions

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Jessica Castro City of Huntington Beach - Public Works 2000 Main Street Huntington Beach, CA 92648

June 13, 2025

Subject: On-Call Construction Management, Materials Testing, and Inspection Services

Dear Ms. Castro:

The City of Huntington Beach (City) needs a dependable and qualified construction management team that can provide on-call construction management, construction inspection, and material testing services for a variety of public works infrastructure projects such as wells, pump stations, lift stations, curb and gutter, sidewalks, pipelines, traffic signals, structures, road rehabilitation, and bridge retrofits; and upgrades to City facilities, including fire stations, police department facilities and substations, community centers, beach and park restrooms, libraries, and city hall facilities. This construction management and inspection services agreement is a great opportunity for the City to strengthen its resources in anticipation of completing its future goals in a timely and efficient manner.

During the past 49 years, Cannon's staff has had many opportunities to work in an on-call capacity, providing construction management, construction inspection, engineering, and surveying services for municipalities throughout Southern California. An abbreviated list of clients who have selected Cannon to provide on-call construction management and inspection services in the last five years can be found of page 3.

Characteristics of a qualified construction management and inspection team include *reliability, responsiveness,* and availability. Our highly qualified team will operate as a seamless and scalable extension of the City, respond proactively to concerns, and comply with the City's standards, guidelines, and construction inspection methods. Proof of these characteristics can be seen through the quality of the finished product, Cannon's schedule and cost control abilities, and our diligence in documenting the project. The following proposal demonstrates our ability to provide the necessary characteristics.

If Cannon is selected, we will provide the items of work listed in this proposal within the time period requested. I am available to answer any questions through the contact methods provided below, or to further discuss this proposal. We look forward to working with the City of Huntington Beach.

Patrick Riddell, PE, CPII, QSD/P, who will serve as Principal-in-Charge and Project Manager, was born and raised in Huntington Beach, giving him a personal connection to the City and a vested interest in its continued growth and success.

Sincerely,

Patrick Riddell,* PE, CPII, QSD/P

Director, Construction Management Division 16842 Von Karman Ave., Suite 150, Irvine, CA 92606

2 805.503.4586 **3** 805.235.0576 **3** 805.503.4446

☑ PatR@CannonCorp.us

*Authorized to bind firm.

Josh Knoefler, PE

Senior Construction Manager 16842 Von Karman Ave., Suite 150

Irvine, CA 92606

2 949.668.1686 **3** 949.796.2654

☑ joshk@cannoncorp.us



Vendor Application Form

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT:	V ✓CURRENT VENDOR					
Legal Contractual Name of Corporation:						
Contact Person for Agreement: Patrick Ridde	BII, PE, CPII, QSD/P					
Corporate Mailing Address: 16842 Vo	on Karman Ave., Ste 150					
City, State and Zip Code: Irvine, CA 93	2606					
E-Mail Address: PatR@Cannoncorp.us	_					
Phone: 805.503.4586	Fax: 949.753.0775					
Contact Person for Proposals: Josh, K nofber	Contact Person for Proposals: Josh, K no feer,PE					
Title: Regional Construction Manager	E-Mail Address: JoshK@Cannoncorp.us					
Business Telephone: 949.668.1686	Business Fax: 949.753.0775					
Is your business: (check one)						
□NON PROFIT CORPORATION	FOR PROFIT CORPORATION					
Is your business: (check one)						
CORPORATION INDIVIDUAL PARTNERSHIP	□LIMITED LIABILITY PARTNERSHIP □SOLE PROPRIETORSHIP □UNINCORPORATED ASSOCIATION					

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

Names	Title	Phone
Michael Cannon	President and CEO	805.544.7407
Larry Kraemer	Secretary / Director, Public Infrastructure	805.544.7407
Karen Morris	<u>coo</u>	805.503.4524
Bob Stets	Legal Council	805.459.2014
Patrick Riddell	Director, Construction Management	805.544.7407
Federal Tax Identification Number: 77-02462 City of Huntington Beach Business License N (If none, you must obtain a Huntington Beach	lumber: <u>A310856</u>	award of contract.)
City of Huntington Beach Business License E	xpiration Date: 7/31/2	025



Sunny Han Chief Financial Officer

HNY0729A 4000000411 408/1

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CANNON CORPORATION 1050 SOUTHWOOD DRIVE SAN LUIS OBISPO CA 93401-5813

Dear Business Owner:

Thank you for your payment. Attached is your City of Huntington Beach Business License certificate. Please note that approximately one month prior to the license expiration date, you will be mailed a renewal notice for the upcoming year. If for any reason your renewal notice does not arrive, you are still responsible for renewing and paying your business license prior to the expiration date. Penalties will be incurred if the payment is not received by the expiration date.

Please post the business license in public view. If you do not transact business from a fixed location within the City, you must carry this license with you at all times. If a vehicle license plate number is displayed on the Business License certificate below, you must carry a copy of the certificate in that vehicle. Please contact the Business License office if there are any changes to: ownership, address, business name, business vehicle, or type of business conducted. Additionally, please notify our office if you discontinue your business.

The Gender Tax Repeal Act of 1995 (Act) prohibits a business from discriminating based on a person's gender for prices of similar or like-kind goods and services. However, the Act does not prohibit price differences based on the amount of time, difficulty, or cost of providing the services. In addition to prohibiting discrimination based on a person's gender, the Act requires certain businesses to clearly and conspicuously disclose to customers in writing the pricing for each standard service provided. The posting requirement applies to barbers and hair salons, tailors or businesses providing aftermarket clothing alterations, dry cleaners, and laundries providing services to individuals. To access the Department of Consumer Affairs publication, please use the following webpage: https://www.barbercosmo.ca.gov/consumers/gender_policy.pdf. To access the publication in Korean, Spanish, Vietnamese, Traditional Chinese, Simplified Chinese, or Tagalog, please use the following webpage: https://www.dca.ca.gov/publications/index.shtml

There are many resources available to our business owners. Listed below are a few that might be of interest and assistance to you.

Office of Business Development - (714) 536-5582 Huntington Beach Chamber of Commerce - (714) 536-8888 CA Department of Tax and Fee Administration - (949) 440-3473 Service Corps of Retired Executives - (714) 550-7369 Fictitious Business Name Information - (714) 834-2889 Community Development - (714) 536-5271

If you have any questions, please call a Business License representative at (714) 536-5267.

City of Huntington Beach Business License

Business Name / Service Address
CANNON CORPORATION

POST IN PUBLIC VIEW

License Number A310856

Owner / Corporation CANNON CORPORATION

License Type CONTRACTOR



8/1/2024 Expiration Date 7/31/2025

Amount Paid \$110.80

THIS LICENSE IS ONLY FOR THE BUSINESS AND TYPE SHOWN. IT IS FOR THE PERSON TO WHOM ISSUED AND IS NON-TRANSFERABLE. RENEWAL IS DUE ON OR BEFORE THE EXPIRATION DATE.

PROPOSING? Y/N



PRE-QUALIFICATION FORM

ON-CALL CONSTRUCTION MANAGEMENT and MATERIALS INSPECTION CONSULTING SERVICES

		(circle)
	A. Construction Management	Yes No
✓ (Initial) Con	sultant is willing to execute the Agreement as drafted (See A	Appendix B).
✓ (Initial) Con	sultant is able to provide the insurance as required (See App	oendix C).
Firm Name:	Cannon Corporation	1
Firm Address:	16842 Von Karman Avenue, Suite 150, Irvine, CA 92	2606
	$\mathcal{D} \cap \mathcal{D} $	

SERVICE CATEGORY



Cannon Corporation- Providing Reliable Responsive Solutions since 1976

Firm Profile

As a full-service construction management and inspection, engineering design, and surveying firm, Cannon takes pride in the ability to offer clients a complete range of services. Our commitment to providing clients *Reliable Responsive Solutions*, whether the project scope is expansive or more specialized, spans 49 years.

During that time, we have worked with many cities, counties, and agencies to maintain secure and dependable water systems; make streets safer and more pedestrian and bicycle-friendly; and construct buildings and facilities that are structurally sound. These characteristics have been an integral part of the infrastructure improvement projects we have completed throughout California.

Our multidisciplinary team of 150 professionals includes the following:

- APWA Certified Public Infrastructure Inspectors
- Caltrans Trained Resident Engineers and LAPM Specialists
- Registered Civil, Structural, Mechanical, and Electrical Engineers
- Licensed Land Surveyors and Survey Technicians
- Instrumentation and Controls (SCADA) Specialists
- County-, State-, and Federal-Level Funding Administration Managers

Key Team Member Experience

The successful construction of a project is almost always directly related to the experience of the Construction Management and Inspection team. Our skilled Construction Management Inspection team includes construction managers, construction inspectors, resident engineers, office engineers and funding administrators.

Project Manager

Patrick Riddell, PE, CPII, QSD/P, has provided construction and design services for public and private industry projects for more than 25 years. He offers in-depth knowledge of the Caltrans Construction Manual, Local Assistance Procedures, and Standard Plans and Specifications.



Construction Manager Josh Knoefler, PE, h

Josh Knoefler, PE, has provided construction and design services for public and private industry projects for more than 26 years. He will oversee the construction management team assigned to this agreement.

Local Office

Services for the City will be provided primarily from our Irvine office; less than 11 miles from the City's office.

Irvine

16842 Von Karman Ave. Suite 150 Irvine, CA 92606 ☎ 949.753.8111



Cannon has over 100 cumulative years of on-call contract experience.

49

years in business

FIRM STATISTICS

100+

cumulative years of on-call contract experience 200+

combined years of experience

40+

professional engineers

Pat Riddell, PE, Project Manager and Principal-in-Charge is highly regarded for his effective project management, accurate record-keeping, and reliable schedule and cost control abilities. Assisting Mr. Riddel will be Josh Knoefler, PE, Construction Manager; Michael Petrovich, PE, Resident Engineer; Mossad Rizkalla and Jameson Farr, CPII, Construction Inspectors; Christine Kahn, PE, Scheduler; and Pete Maskal, PE, Principal Construction Engineer / Design-Build Lead.

At Cannon, we have been managing the construction of public infrastructure projects for decades. We offer extensive experience in each of the following areas of service:

- Federally-Funded Projects
- State-Funded Projects
- Water Infrastructure Projects
- Sewer Infrastructure Projects
- Storm Drain Infrastructure Improvement Projects
- Street Reconstruction Projects
- Pavement Rehabilitation Projects

- Municipal Facilities (Building) Improvement Projects
- Park Improvement/Reconstruction Projects
- Stormwater Improvement Projects (Low Impact Development, Green Streets, Regional, etc.)
- Project Labor Agreement

Experience Working with Public Agencies / Authorities

Cannon has been committed to providing consulting services since 1976. Our reputation is a direct result of our consistent attention to our clients' needs. A majority of our firm's business is from repeat clients who trust in our integrity, as well as our professional competence. The following abbreviated list presents a summary of some of the municipal entities with whom we have worked:

- · City of Huntington Beach
- · City of Manhattan Beach
- Port of Long Beach
- · City of El Monte
- · City of Santa Ana
- · City of Huntington Park
- City of Los Angeles
- County of Los Angeles
- City of Norwalk
- · City of Santa Monica
- City of Beverly Hills
- · City of Monterey Park

- · City of Lynwood
- · City of Whittier
- · City of Pico Rivera
- City of Vernon
- City of Bell
- · City of Chino
- City of Diamond Bar
- City of Lake Forest
- City of Glendale
- · City of Gardena
- City of South Pasadena
- · City of Santa Fe Springs

- City of Glendora
- City of Fullerton
- · City of Chino
- · City of Pomona
- County of Orange
- Santa Clarita Valley Water Agency
- Las Virgenes Municipal Water District
- Crescenta Valley Water District
- Golden State Water Company
- Monte Vista Water District

California Coastal Experience

Cannon has provided professional construction management, engineering, and surveying services to more than 20 coastal communities throughout Central and Southern California. As a result, we understand the conditions and environment and what is necessary for long term improvements. A sample of our coastal experience is illustrated in the following figure:



Some of our projects for California coastal cities include the following:

- Water Main Replacement, Manhattan Beach
- · Manhattan Beach Boulevard Improvements, Redondo Beach
- · Lift Station No. 136, Port of Long Beach
- · Pier A Pump Station 28, Port of Long Beach
- Pier B West Expansion Sewerlines and Lift Station, Port of Long Beach
- 4th Street Phase II Construction Management, Santa Phase I Wastewater Treatment Plant Upgrade, Monica
- Olympic Water Transmission Main, Santa Monica
- Seaside Transfer Station Force Main, Ventura
- · Pavement Resurfacing, County of Ventura

- Pavement Rehabilitation, Goleta
- Nipomo Community Services District Palms Lift Station Rehabilitation
- Nipomo Community Services District Woodgreen Lift Station Rehabilitation
- CDGB Waterline Distribution, Grover Beach
- · Wastewater Treatment Plant, Avila Beach
- County of Santa Barbara
- Lift Station No 1. Forcemain, Morro Bay
- Morro Bay to Cayucos Connector, County of San Luis Obispo

Sub-consultants

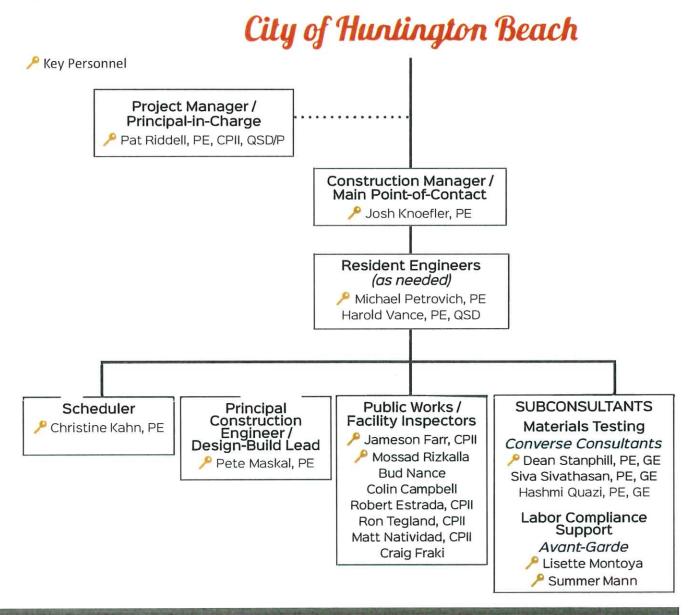
The following table shows the Cannon team of sub-consultants and identifies their office location and services to be provided for this on-call contract. We have selected each of these sub-consultants based on our long history of completing projects on time and on budget.

Firm / Role	Why Selected for Our Team	Projects
AVANT ARDE Avant-Garde Labor Compliance Support	Avant-Garde has successfully provided grant research, grant writing, fund administration, compliance management, and community outreach for over twenty years. Our understanding of federal and state requirements, funding administration, and the complex diversity of Southern California make AVANT-GARDE uniquely qualified to: perform extensive research to identify and secure grants as an "on-call" consultant; deliver a variety of grants in the fields of park development, recreation, infrastructure, public safety, public health, planning and community development, historic preservation, visual and performing arts, education, and outreach; deliver reports and documents to see projects through from inception to conclusion or termination; and administer Federal, State and regional required submittals and reporting. Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE).	 57/60 Confluence Project, Industry, CA Whittier Blvd. Revitalization, Montebello, CA Kauffman and Dorothy Avenue Street Widening, South Gate, CA County of Los Angeles Flood Control District, CA
Converse Consultants Materials Testing	Converse has provided Construction Management and Inspection Services for nearly 80 years for a wide variety of capital improvement projects. Converse will work with Cannon to lend its expertise and help to confirm that work complies with building codes and specifications while also maintaining a high standard of accuracy and professionalism. Like Cannon, Converse prioritizes quality, safety, and compliance while fostering a positive and collaborative relationship between all stakeholders on the project. Key aspects of the project will include on-site continuous inspection, proper certification, and adherence to ethical principles. The firm has over 50 professional and technical staff available to service your projects, including in-house geotechnical engineers, engineering geologists, environmental scientists, special inspectors, laboratory and field technicians, drafting/CAD specialists. Converse's full-service laboratories can perform all geotechnical and materials tests that may be required for your projects. Their laboratories are approved by various certifying agencies, including Caltrans, DSA, CCRL and AASHTO, and supervised by a registered civil engineer to ensure quality control. All equipment is calibrated regularly and laboratory services are available 24 hours a day.	 On-Call Geotechnical and Environmental Consulting Services, City of Los Angeles, CA On-Call Geotechnical Consulting and Materials Testing, City of Pasadena, CA As-Needed Materials Testing, Pavement Mix Design and Inspection Services, County of Los Angeles

Organizational Chart

Cannon is structured with an organizational framework that emphasizes both efficiency and consistency, while maintaining the flexibility required to undertake projects of varying magnitudes, large or small. In response to the unique demands of each assignment received from the City, Cannon stands prepared to promptly mobilize additional resources as necessary. Possessing extensive experience and a robust array of resources, Cannon is fully equipped to meet the City's project timelines, objectives, and funding commitments.

Key personnel resumes and copies of certifications are provided in the Appendix.



Local Team and Leadership

We have been located on the Southern and Central Coast for more than 49 years, providing a range of project support services from concept, to design, to construction management and inspection for tri county municipalities. We can offer the City immediate service and response time to address project needs as they arise and help meet schedule and budget requirements.

Key Personnel Experience, Licensing, and Role

Name	Years Exp.	Licensing / Certifications	Job Role
Pat Riddell, PE, CPII, QSD/P 🥕	25	Professional Civil Engineer, CA No. 68420 Certified Public Infrastructure Inspector (CPII) Qualified SWPPP Developer/Practitioner No. 23466	Project Manager / PIC
Josh Knoefler, PE 🏸	26	Professional Civil Engineer, CA No. 66577	Construction Manager
Michael Petrovich, PE 🥕	11	Professional Civil Engineer, CA No. 93847 Qualified SWPPP Developer/Practitioner No. 93847	Resident Engineer
Jameson Farr, CPII 🥕	11	Certified Public Infrastructure Inspector (CPII)	Construction Inspector
Mossad Rizkalla 🔑	35	ICC – Master of Special Inspection; Reinforced / PT Concrete; Structural Masonry; Structural Bolting; Structural Welding; Spray-applied Fire Proofing ACI – Field Test Technician	Construction Inspector
Pete Maskal, PE 🏸	19	Professional Civil Engineer, CA No. 78139	Design-Build
Christine Kahn, PE 🔑	34	Professional Civil Engineer, CA No. 1877 OSHA-Confined Space Entry, No. 132326	Scheduler
Dean Stanphill, PE, GE 🔑	35	Professional Civil Engineer, CA No. 43612 Professional Geotechnical Engineer, CA No. 2271 ICC-Certified	Materials Testing

References and Project Experience

Construction Management and Inspection Projects

Well 29 and Site Rehabilitation Improvements Project

Santa Ana, California

Well 29 is a 2500 gpm well located at the southeast corner of Flower Street and First Street in Santa Ana. The well and well site needed complete rehabilitation. Improvements included mechanical system upgrades, new well house building construction, water service and pipelines including upgraded connection to the Metropolitan Water District, pump and motor improvements, irrigation and landscaping, electrical system upgrades, Motor Control Center cabinet replacement, system controls and instrumentation, public frontage and on-site improvements, paving, concrete sidewalk, traffic signal loop replacements, and bus shelter and site furnishing upgrades. Cannon provided construction management, inspection, and construction administration for the new improvements and rehabilitation.

Reference: Sean Thomas, PE Principal Civil Engineer City of Santa Ana, Public Works Agency
20 Civic Center Plaza, Santa Ana, CA 92701

714.647.5655 SThomas5@santa-ana.org



Construction Cost: \$518,321 Start/Finish: January 2022 - In Process

Key Project Team Members:

- Josh Knoefler, PE Project Manager
- Patrick Riddell, PE, CPII, QSD/P Principal-In-Charge
- Michael Petrovich Assistant Resident Engineer
- Jameson Farr, CPII Construction Inspector

Parking Lot Rehabilitation

Garden Grove, California

The City of Garden Grove acquired a multilevel building adjacent to City Hall with a parking lot in severe disrepair. Overgrown trees and invasive roots had damaged the pavement, and years of neglect left the lot nearly unusable. The City identified the lot restoration as a key Capital Improvement Plan project.

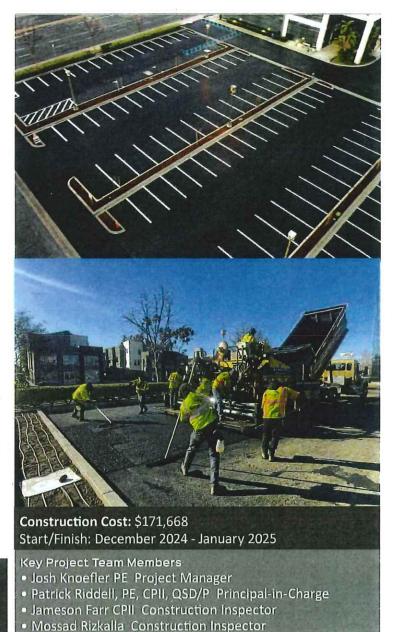
The high-profile location next to City Hall required careful planning to minimize disruptions, particularly during City meetings and site tours. Cannon provided full-time construction inspection and coordination between the City, contractor, and material testing teams. We worked closely with City staff to confirm timely decision-making and maintain project progress on an expedited schedule.

The project involved tree and root system removal, concrete curb and gutter replacement, and various asphalt pavement repairs. Work included a 2.5-inch grind and overlay across the entire parking area and full-depth 8-inch dig-outs, replacing compromised materials with Class 2 Aggregate Base and 4 inches of Hot Mix Asphalt. The project was completed with low-impact trees, irrigation, and fresh striping.

Additionally, Cannon provided construction inspection services for other phases of the Garden Grove project. The work included catch basin repairs, sewer manhole adjustments, automatic retractable screens for storm drains water meter box replacements upgrades, and new CCTV camera installations.

Reference: Mark Uphus, PE Project Manager City of Garden Grove
11222 Acacia Parkway, Garden Grove, CA 92840

714.741.5191 ☑ marku@ggcity.org



Monterey Pass Road Transmission Main Replacement

Monterey Park, California

The project involved replacement of an existing 12-inch water transmission main and installation of two new, parallel transmission water mains in a single trenchline. Due to numerous breaks within the previous year, this was an emergency project and was being fasttracked to mitigate the loss of water and manpower needed to make recurring repairs to the existing water transmission main. Cannon to provide construction management and inspection services. The project included approx. 4,800 LF of existing 12-inch pipelines with approx. 4,800 LF of two new 12-inch waterlines, involved connecting the new pipelines to the existing water system while maintaining water service, installing new fire hydrants, and connecting them to the new distribution water main. Cannon notified utility companies for the as-built plans and contacted suppliers to determine the availability of pipe material, fittings, and valves; coordinated with the City and contractor; and prepared base maps for the project.



Construction Cost: \$392,076 Start/Finish: March 2023 - January 2024

Key Project Team Members:

- Patrick Riddell, PE, CPII, QSD/P Project Manager
- · Michael Petrovich Assistant Resident Engineer
- Jameson Farr, CPII Construction Inspector

Design-Build Experience

Cannon has 49 years of experience acting as owner's representative with design-build teams on high-profile projects. Our team members are experienced in managing, leading, and advising on a variety of design-build projects. Josh Knoefler, construction manager, has held multiple roles on industrial, gas, electric, and other energy generation design-build projects. Additionally, Pete Maskal, PE, design-build lead, has over 19 years of experience in vertical construction and facility projects. Representative projects include:

- Cal Poly Engineering IV Building, Engineering/ Architecture Renovation and Replacement
- Cal Poly Center for Science and Mathematics
- Hawthorne Woods Residential Subdivision Design-Build Land Development

Services included construction management, inspection, conceptual design, grading and drainage plans, onand off-site improvements, utility planning, environmental permitting and coordination, and surveying. We remain engaged from the start of the project through construction close-out, working closely with the designbuild team to define goals, manage risks, and identify cost-saving opportunities. We establish communication procedures to support efficient coordination.

CONSTRUCTION MANAGER'S ROLE IN DESIGN-BUILD: In a design-build delivery, the construction manager represents the owner's interests across all phases of the project. Our role includes independent oversight of the design-build team, schedule and cost monitoring, constructability review, document coordination, and on-site observation. We help guide early decisions, identify risks, support quality control, and maintain clear communication between all parties to promote accountability and alignment with project goals.

LESSONS LEARNED: Early involvement and consistent collaboration help align project goals and streamline decision-making. Defined communication procedures and upfront identification of risks and savings opportunities contribute to efficient delivery and successful outcomes.

Project Experience Summary

The following table summarizes some of our previous and on-going project experience providing relevant task categories.

Project Experience	CM and Inspection	Pavement Management	Transportation	Utility	Disaster Recovery / Emergency Repairs
North Depot Street and Hwy 166 and Blosser Road Right Turn Lane Traffic Signals and Street Improvements, City of Santa Maria	V		٧		
Huasna Townsite Road Bridge, County of San Luis Obispo	V	1			٧
Construction Management Services for Arterials 2023, City of San Luis Obispo	٧	٧	100	113	
Tank Farm and Orcutt Roundabout, City of San Luis Obispo	V		٧		
Golden Hill and Union Road Intersection Improvements, City of Paso Robles	V		٧		
Salinas River Segment of the Paso Robles Recycled Water Distribution System, City of Paso Robles	٧			٧	
Airport Area Infrastructure Improvements, City of Paso Robles	٧			٧	
Main West Tank and Ductile Iron Pipeline Installation, City of Paso Robles	V	1571		٧	
Sherwood Acres Backyard Sewer Replacements, City of Paso Robles	V	3.5		٧	
2020-2021 Pavement Rehabilitation Project, Goleta, California, City of Goleta	V	٧			
2022-2023 Pavement Rehabilitation Project, Goleta, California, City of Goleta	٧	٧			
Design and Construction Management for Measure K-14 Street Repair and Rehabilitation Program Projects, City of Grover Beach	٧	٧	Park		
Train Station Expansion Project, City of Grover Beach	V		٧	F. F.	
2022 Paving Project, City of Pismo Beach	٧	٧		I G	
Ocean Boulevard Seawall Improvements, City of Pismo Beach	V				٧
Pismo Pier and Plaza Rehabilitation, City of Pismo Beach, California	V				٧
Pismo Streetscape Shell Beach Road Improvements, City of Pismo Beach	V		٧		-75.4
FEMA Emergency Repairs for Alisal Road at Various Locations, County of Santa Barbara	V	THE P			٧
Village Square Los Alamos Storm Drain, County of Santa Barbara	V		٧	I Fig.	٧
Groves Booster Pump Station, Golden State Water Company, Orcutt, California	٧			٧	Tree!
Construction Management and Inspection for Street Reconstruction, City of Huntington Park	٧		٧		
Calleguas-Las Virgenes Water District Interconnection Project, City of West Lake Village	V			٧	
Highway 46 Water Pipeline Relocation and Horizontal Directional Drilling, City of Lost Hills	٧			٧	
Mission Village KB Homes Improvements, Santa Clarita Valley Water Agency. City of Valencia	V			٧	1
Construction Management and Inspection Services for Street Improvements, City of Gardena	٧	٧			
Van Ness Avenue and 139th Street Improvements Project, City of Gardena	٧	٧			
178th Street Sewer Pump Station Renovation Project, City of Gardena	٧			٧	
Wastewater Treatment Plant 48-inch Interceptor Sewer Main, City of Delano	V		R.A.	٧	

Understanding and Approach

The City of Huntington Beach (City) is anticipating the commencement of a variety of construction projects in the near future and is seeking a consultant that has demonstrated familiarity and experience with construction management and inspection services. The City anticipates a steady amount of construction activity in the next three years for various public works infrastructure projects, and consistent construction activity on City facilities.

The City will evaluate consultants for their experience and ability to provide construction management for variously funded projects. We are aware that the City intends to contract with multiple consultants with the goal of obtaining services in a timely manner.

Cannon is prepared to serve as an extension of the City's staff in providing construction management services, including, but not limited to, the following:

- Constructability Review
- Oversight of construction surveying and material testing
- Pre-job coordination and administration activities
- Understanding of standard details and specifications from: Caltrans, Greenbook, APWA, AWWA
- Experience in documentation of activities through Daily Inspection Logs
- Construction Safety Orders
- Labor Compliance
- Public Outreach
- Design-Build
- Best Management Practices
- Inspection:
 - Traffic Control
 - Storm Water Prevention Measures
 - General Street Construction
 - Underground Utility Construction
 - Traffic Signal Installation
 - Landscaping and Irrigation Installation
 - Street Striping
- Ability to work with utilities and public agencies in and adjacent to the City of Huntington Beach
- Understanding of environmental regulations relevant to construction activities

Delivery of Services

Tailored Project Approach
Since no two projects are exactly alike, we believe that a tailored approach is necessary to meet the City's needs and budget, as well as the requirements of each project. The specific approach will depend on the nature of the project.

7 Forward Thinking

Being able to proactively work with the contractor and anticipate project challenges before they impact the critical path schedule separates a "good" resident engineer from one that simply "observes and reacts." The right resident engineer for the City will have a thorough understanding of project phasing and design to confirm that items (such as existing utilities) are properly marked and discrepancies identified before construction begins; underground work is completed in advance; and coordination with utility providers is established.

Information & Participation from City Staff Since each project is distinct, the specific information required from City Staff will be determined at the onset of each project. In general, for each project Cannon is requested to provide services, we will facilitate a kick-off meeting with City staff. At that time, specific information and/or participation of City staff will be further developed.

Communication Strategy

As is true with most projects, communication is essential in successfully avoiding or resolving problems that may be encountered during the course of a project. Understanding our role in relation to the roles of the City's Director of Public Works, design engineer, and contractor is paramount. On-site staff are responsible for keeping parties informed as to the progress of the project. We recommend clear

project work. Confirming that information is available to the construction team in the shortest possible time is essential.

In collaboration with the City, Senior Construction Manager, Joshua Knoefler, PE, will establish procedures for recording and distributing correspondence, meeting minutes, reports, and other conversations to promote open channels of communication on a construction project. Standards for recording, maintaining, and distributing this correspondence will be established at the onset of the project. We recommend these standards be maintained throughout the course of the project.

In line with communication is record keeping. The more complete the documentation, the more effective Cannon will be in resolving problems. In addition, this information can be used to avoid claims if the evidence is sufficient and clear. Written correspondence and notes are of the highest importance. Communications in meetings, with the contractor, and/or over the telephone should be summarized in writing. We will coordinate with the City and project contractor for things related to payment estimates, change orders, project meetings, submittals, RFI's, and as-built drawings.

The assigned construction manager is typically responsible for project coordination and communication with project stakeholders. He implements record keeping procedures, construction administration systems, and is responsible for project management. He keeps the City representative updated on a project's status to maintain proper quality control.

Communication and Documentation
Timely, detailed, and accurate documentation
of the implementation and progress of the work
is paramount. Done well, written documentation
tells the "story" of the project and brings issues to
the forefront for early and quick resolution. Weekly
progress meetings, schedule reviews, processing of
RFI's, submittals, and change orders help to facilitate
open and complete communications throughout
projects.

Interagency / Project Team Coordination
Working closely with project stakeholders
from beginning to end on City projects is very
important. Stakeholders include City Staff, the
design team, local and regional government agencies
involved with the project, residences and businesses,
the local community, tourists, and patrons from
surrounding communities. It is imperative that the
resident engineer stay attuned to the impacts of the
project on each of these stakeholders and be able to
communicate effectively (verbally and in writing) in
the event adjustments are necessary.

Public Convenience
Construction activities are often scheduled to occur through the high tourist season and have potential to impact nearby businesses and residences. In an effort to reduce disruption on a project, our proposed resident engineer will be responsible for overseeing that the project contractor provides a clean and safe project site, and provides effective communication with the nearby businesses, should the need arise, to discuss potential inconvenience during the duration of construction.

8 Funding Requirements
State and Federally-funded projects form a
distinct subset of transportation projects that must
comply with specific rules and laws in addition to
those of the California Public Contracts Code, and
other regulations. In California, Caltrans has been
given the authority to oversee the administration
of projects that include State and Federal funding
sources.

A key component to understanding most construction projects is having a solid foundation of knowledge in MUTCD and Caltrans requirements. Disruption to the flow of traffic must be reduced to avoid public discontent and complaints. We have recent experience with Caltrans highway projects involving signal and curb ramp replacements and understand the importance of these public safety requirements. In fact, we have recently completed

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several signal projects, including the Five Cities Drive and Highway 101 on/off ramp intersection in Pismo Beach, and the intersection of Highway 101 on/off ramp and 17th Street in Paso Robles. In addition, we have worked with the Caltrans Lane Closure System and Caltrans Right-of-Way (ROW) and permitting staff, and we understand the methods and processes required should there be a need for lane closures within State highway ROW for City projects.

A properly managed schedule is instrumental in maintaining project progress and establishing a common basis on which time and cost issues or disputes may be negotiated. To keep a project on schedule and budget, the City must select an experienced and proven management team. As implemented successfully on similar projects, we will use a systematic process for keeping construction records, procedures, and materials sampling and testing in service at times for the duration of a project.

Likewise, the firm selected should be well established in the community with a strong local presence and readily available resources to support the efforts required for City projects.

ADA Compliance
Compliance with the Americans with
Disability Act (ADA) is critical to the successful
completion of most street improvement projects.
New concrete ramps, sidewalks, and islands will
require grades and slopes to be verified to confirm
minimum ADA requirements are being met. In
addition, the location of new signal poles and signal
features such as pedestrian push buttons (PPB) also
fall under requirements of ADA for clearance, reach,
and height requirements. We have successfully
provided construction management and inspection
on transportation projects with these compliance
requirements.



Lessons Learned

From countless interviews we have conducted with agency staff, as well as our experience serving as an extension of municipalities' staff (during which we have encountered successes and challenges alike), we have learned several lessons. We have compiled a few of these challenges, along with our established solutions, in the following table:

Challenges	Lesson Learned
Especially during on-call projects, challenges can arise from a consultant's lack of knowledge of a municipality or agency's internal decision-making hierarchy.	To prevent confusion, Cannon establishes a culture of clear, mutual communication from the beginning of each project. As a result, Cannon and the municipality or agency will know what to expect from each other.
Consultants, such as engineers, surveyors, and construction managers, are often required to make decisions in the field. Too often, these decisions are made based on misinformation, resulting in delays, unnecessary expenses, and even claims and litigation.	As a result of the clear and appropriate procedural decision-making protocols we have instituted, our engineers, surveyors, and construction managers can make the necessary decisions in the field with confidence based on a proven set of principles.
Delays and additional costs can result from a project straying from the required schedule.	Cannon institutes and, just as importantly, follows a strict critical path for each of our projects, saving both time and money.

Cost Savings Strategies

Having worked with numerous local and regional public agencies, we clearly understand the need to work within available budgets while providing value on projects. We understand that the immediate and long-term value may not be represented by the lowest fee estimate. We have developed effective cost-saving strategies that have been successful for our private industry and public clients.

These strategies may include the following:

- Invite experienced staff to review projects and identify key factors that helped increase efficient project delivery for similar projects in the past.
- Provide research using Cannon's Project Database System to identify existing surveying and other site data for the project.
- Provide Cost Benefit Analysis and Value Engineering Reviews.
- Review projects for possible use of alternative technologies or innovative approaches.

Early, clear, and concise communication with impacted private property owners, utility providers, or Caltrans facilities on anticipated projects will pay dividends in delivering projects on time. At the on-set of the project, we recommend making these types of determinations to reduce project schedule risks. Assigning team roles with the City, other consultants, and in-house staff to overcome these obstacles will be critical for each project. Whether small or large, implementation of third-party rights can take a simple, short scheduled project and make it into a complex and difficult project.

Technical Management

Record Keeping - VPM / Procore

Project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence will be maintained in electronic form and hard copy. The City is migrating over to VPM. Cannon will use the City's VPM platform for Document Control Management. Cannon also has a subscription for Procore, a cloud-based project management software, and can use Procore for submittal, RFI and other document management if desired. Procore is especially useful when the Engineer of Record needs to review and provide input on a large percentage of submittals and RFI's. Many of our clients also appreciate the ease with which they can view and access project documents with Procore. We will maintain an "as current" basis, a record copy of contracts, drawings, specifications, addenda, and change orders in good order.

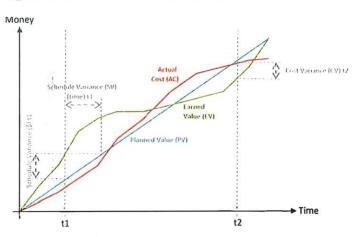
Approach to Management and Quality Assurance

Project Management

We understand the importance of meeting project schedules and deliverable deadlines. To assist in this area, we use Deltek Vision Management System as our accounting and project management database. With this system, we have detailed records of labor, subconsultant, and other direct costs and breakdowns by task and project milestones. The records are organized by project.

This software allows Cannon's project managers to employ an Earned Value Analysis (EVA) program for many of our more complex projects (see sample in Figure 1). Budgets and progress are reviewed monthly, and EVAs are provided as required by the project schedule: monthly, bi-weekly, or weekly. EVA is a method for managing projects based on the regular comparison of actual project costs to planned costs and to completed work. The phrase "earned value" comes from the concept that when a deliverable is completed, its value has been earned.

Figure 1. Earned Value Analysis (EVA) Chart



We will conduct weekly or bi-weekly conference call meetings with the appropriate City personnel to facilitate clear communication on upcoming tasks, and to make sure the project remains on schedule and within budget. We will prepare, update, and provide City staff with an agenda prior to each meeting.

The results of the systems and processes described above are collected and incorporated into our performance appraisal (PA) system. Feedback to our staff members is largely based on these metrics. The results of the performance system are used to determine profit sharing, performance modification, and career advancement opportunities. This closes the "accountability loop" and, along with an innate desire to meet our clients' needs, motivates our professionals to remain focused on adherence to quality, schedule, budget, and accurate assessment of problems and successes.

Quality Assurance and Control Procedures

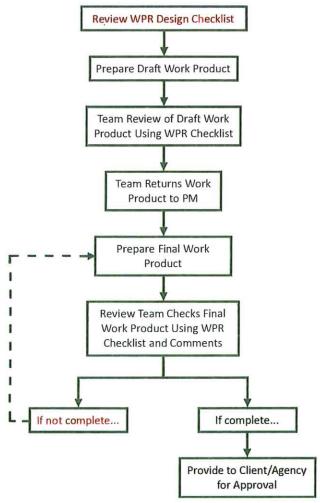
We are prepared to provide our clients services for each phase of their project, from bid support through preconstruction preparations, construction, and project close-out. As the first order of work on a project, we develop a unique Construction Management Plan which is customized to the type of work, the plans and specifications, and contractual requirements of the project (see sample in Figure 2). So that we can assign sufficient staff for your projects, this checklist will be used in collaboration with the City during scoping meetings to determine which specific tasks are needed for each project.

Figure 2. Sample Construction Management Plan Checklist

Construction Management Plan Checklist

Des	ilgn Phase:	
1.	Provide design staff with constructability reviews of draft plans and specifications during design phase.	
CM	Responsibilities Prior to Construction:	
1.	Review project plans and contract documents	
2.	Review questions with City's project manager and project engineer/architect	
3.	Review pay quantities for awareness	

Overview of Cannon's Quality Assurance / Quality Control Programs:



For the past five months of construction progress, the project has been going smooth with no major issues due to [Cannon's] well coordinated efforts..

Ziad Mazboudi, PE, Capital Improvement Project Manager City of Monterey Park

Example of General Work Plan

The following example scope of services demonstrates Cannon's approach to completing tasks that may be needed by the City for construction management and inspection. As an optional additional service, Cannon can provide the following services through various qualified subconsultants: Converse Consultants will provide materials testing and Avant-Garde will provide labor compliance. We look forward to working with the City to identify and develop a specific scope to meet project and scheduling needs.

Phase 1 - Preconstruction Services

Task 1.1 - Project Management

We will assign a Project Manager to the project and will represent the City throughout the project's life cycle. The Project Manager will have over five years of experience and possess relevant certifications and credentials. All inspectors and administrators will have relevant construction management experience, certifications, and references that demonstrate their experience.

Task 1.2 - Bid Analysis

We will attend the pre-bid conference and the bid opening as part of the bidding process if requested or required. The Project Manager will assist the City and design engineer in evaluating and reviewing bid proposals, subcontractors, suppliers, and requests for substitute materials and equipment. We will examine, organize, and inventory bid documents (certificates of insurance, bonds, and "New Vendor Packet") submitted by bidders and determine the lowest responsible bidder.

Task 1.3 - Staff Reports

After the lowest responsive bidder has been confirmed, we will prepare a staff report for the recommendation of contract award to the City. Additionally, if requested, we will coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

Task 1.4 – Constructability Review

The Project Manager will assist the City and design engineer in a review to determine the constructability of the proposed project. We will give attention to potential construction schedules, activity sequences, and duration, while considering long lead time items. We will provide feedback to the City and design engineer on likely construction timelines of proposed projects.

Task 1.5 - Preconstruction Conference

We will conduct a pre-construction conference and site tour with the City, involved agencies, utilities, and the contractor's team as they prepare to mobilize for the project. The Project Manager and support staff will review plans and specifications with the contractor to facilitate the contractor's understanding of the project. In addition, we will do the following:

- Review the contractor's construction schedule for the project, including equipment, labor, and supervision planning.
- Review appropriate protocols and procedures detailed in the construction documentation.
- Apprise the contractor of contract requirements regarding security matters such as fences, lighting, and posting of signs.
- Prepare the meeting minutes for the preconstruction meeting.



Task 1.6 - Preconstruction Documents

Upon award of the contract, we will review the contractor's surety bonds, certificates of insurance, preliminary schedules, building permits, special permits, and other documents required prior to construction for general compliance with the contract documents and authorities with jurisdiction. We will provide the City with recommendations based on the findings of the pre-construction documents review.

Task 1.7 - Community Outreach Assistance

We will co-lead community outreach efforts with the City, coordinate with the City's community liaison, and incorporate community messaging into our day-to-day activities. We will wield our extensive experience working on highly visible projects to keep messaging clear, current, concise, and correct. We will review temporary message boards, traffic signs, and public notifications with the City's input, and communicate with the contractor (in advance) so the community stays well informed.

Our team is well-versed in interacting with the public during construction. We will be the first line of contact in addressing community concerns and complaints. Our goal is that safety and public convenience be addressed at each location. We will meet that goal through our systematic construction management program and effective communication in partnership with the City.

Phase 2 - Construction Services

Task 2.1 - Scheduling

We will review the contractor's schedule to confirm the project is in accordance with the contract document requirements. We will complete the following tasks associated with the overall schedule:

- Review the contractor's schedule to determine that it is properly prepared, that the milestones dates meet the overall schedule, and that there are no major conflicts.
- Review progress against the approved schedule to adequately record work-in-place, detect potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to recover or maintain progress.

- In conjunction with the City, negotiate schedule adjustments with the contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments.
- We will prepare and issue Weekly Statement of Work Day reports.

Task 2.2 - Progress Meetings

We will conduct weekly progress meetings with the contractor and the City representatives. These meetings will include the following tasks:

- Review progress and quality of work.
- · Review submittal and RFI logs.
- Notify the attendees of construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- · Address team coordination matters.
- Review maintenance of "as-built" drawings throughout construction.
- Conduct each meeting according to a published agenda and prepare and promptly distribute meeting summaries. Meeting summaries will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

Task 2.3 - Special Meetings

We will attend and conduct up to ten meetings with the project team and contractor to address special issues such as pre-submittals, mobilization of major subcontractors, change order negotiations, and startup.

Task 2.4 - Project File Database

We will create and maintain project files per Local Assistance Procedures Manual and City filing structure (VPM). The development and implementation of the document system will include the following:

- Design of the document system to support project file database.
- Administration of the project database throughout the project's lifespan.

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Documents to be tracked in the system include the following:

- Project drawings
- Project specifications
- · Drawings and specification addenda
- Correspondence
- Submittals/shop drawings
- Requests for information (RFI)
- Change orders and change order requests
- · Meeting agendas and meeting summaries
- · Daily reports
- · Daily photos
- Inspection reports
- Testing reports
- Project schedules
- · Weekly Statement of Working Day Reports
- Progress payments
- Permits
- Warranties

Task 2.5 - Submittal Management

Cannon will provide timely coordination with the City's designated design engineer for submittals of materials not supplied by the City, operations and maintenance manuals, and shop drawings. In addition, we will conduct the following tasks associated with the management of project submittals:

- Verify that the contractor's look-ahead schedules contain critical submittal dates.
- Confirm that submittals are reviewed in accordance with the contract documents.
- Update submittal logs on a regular basis.
- Confirm that shop drawings have been reviewed and returned before associated work has begun.
- Maintain a copy of completed submittals in the project records.

After submittal review is complete, we will return the submittal to the contractor and forward a copy to the City for record. While most submittals will be transmitted to the design engineer for an official response, Cannon will also review submittals and provide feedback to the City/design engineer, as applicable, prior to returning to the contractor. We can review and provide an official response to

submittals the design engineer would typically not review, such as stormwater pollution prevention plans (SWPPP), traffic control plans, contractor safety programs, and other work plans.

Task 2.6 - Construction Observation

We will implement observation guidelines for monitoring the quality of the contractor's work. We will conduct field observation and prepare documentation, in the form of daily reports, of construction tasks including but not limited to construction staging, utility coordination, mechanical and electrical equipment, instrumentation, vehicular and pedestrian access, drainage, NPDES requirements, concrete, grading, building construction, paving, lighting, and landscaping and irrigation.

Should materials, installation processes, or levels of quality not comply with construction contract documents, Cannon will first discuss with the City, then issue a non-conformance report notifying the contractor of deviation and inquire about the contractor's proposed corrective action. We will forward copies to the City.

The contractor has sole responsibility for compliance with safety requirements on the construction contract. Cannon's staff will monitor the contractor's general compliance with its safety program and advise the City of observed deficiencies. We will take the necessary steps to confirm the jobsite conditions are compliant with OSHA regulations.

We will obtain and manage delivery slips for checking payment requests, maintain a photographic log of construction activities, and provide the City copies of significant photographs. We have assumed 75% of the time to be on-site observation during an assumed 12-month construction phase.

Task 2.7 – Safety Program and Traffic Control Plan

We will work closely with the contractor to confirm traffic control requirements are met and necessary traffic control for work within the City right-of-way is maintained in a safe and effective manner. We will review and approve, if sufficient, the contractor's traffic control plans. We will monitor the contractor's on-site safety program and compliance with the approved traffic control plan and Cal-OSHA Construction Safety Orders.

Task 2.8 – Construction Surveys and Staking Coordination

We will observe and review the contractor's surveys and staking, and coordinate with the contractor and their licensed surveyor to quantify and confirm quantities of work provided by the contractor.

Task 2.9 – Stormwater Pollution Prevention Plan (SWPPP)

We will review the SWPPP submitted by the contractor and will monitor and document the contractor's general conformance with the SWPPP. We assume that the City will file the SWPPP with the State Water Resources Control Board SMARTS System.

Task 2.10 – Request for Information (RFI)

We will maintain a log of contractor's Requests for Information (RFI), and will review, coordinate, and respond to RFIs. When appropriate, we will provide recommendations, suggestions and alternatives to the contractor and/or the City.

Task 2.11 – Change Orders

We will investigate proposed change orders submitted by the contractor or requested by the City. Change order submittals will include supporting records. Our investigation will include the impacts on the project schedule and budget and will include a recommendation for approval or disapproval. We will complete the following tasks associated with change orders:

- Assemble documentation to include, such as inspection reports, test reports, drawings, sketches, photographs, and other materials, as required.
- Prepare change order cost estimates conforming to the City's procedures and forms; assess the impacts of the proposed change on the contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change on cost, schedule, and contractor's obligations.

- Confirm the contractor's price proposals are reasonable and accurate for construction quantities, rates and unit prices, and time and schedule.
- Maintain a change order log to track change order proposals through the review and approval process.

Task 2.12 - Claims Assistance

We will coordinate with City consultant on claim matters. Claims submitted by the contractor must adhere to the Public Contract Code Section 10240 and 20104. Documentation must be provided and reviewed to support a claim. We will review claims and provide an evaluation to the City and coordinate the resolution of each claim with the project team.

Task 2.13 - Progress Pay Estimates

We will review the contractor's monthly progress payment requests, construction contract records, and reports for general compliance with contract documents. We will maintain an estimate of overall construction cost based on contractor's bid and earned value of completed work, and compile and forward recommendations for contractor payment to the City.

Phase 3 - Specialty Services

Task 3.1 – Materials Testing and Special Inspection

We have teamed with a geotechnical subconsultant, Converse Consultants, to provide materials testing and special inspections during construction. The materials testing and special inspections will be conducted in accordance with the City approved frequencies and procedures, the construction contract plans and specifications, and applicable materials testing manuals. We will review the results of materials testing and quality inspections, and will recommend acceptance of work in general compliance with the contract documents or remedial actions required to correct unacceptable portions of the contractor's work.

Cannon's Construction Management team played an integral role in the delivery of the Avila Beach CSD WWTP Improvements Project... The Cannon CM team was instrumental in fostering collaboration between the MBR vendor, the design engineer and construction contractor, while ensuring that the CSD's interests were at the forefront...

Brad Hagemann, PE General Manager/District Engineer Avila Beach Community Services District

Task 3.2 - Labor Compliance

We have teamed with a subconsultant, Avant-Garde, for labor compliance. We will provide a labor compliance program to monitor the contractor's labor compliance, which includes the following:

- Pre-Job Conference: Conduct a pre-job conference with the contractor and subcontractors listed in the bid before commencing work. We will discuss labor compliance requirements and furnish copies of the suggested reporting forms. We will keep records of the conferences on file.
- Monthly Audit of contractor Certified Payroll:
 Review certified payrolls submitted by the contractor and subcontractors to confirm compliance with the requirements of prevailing wage. Monitor that apprenticeship requirements are met.
- Monthly On-Site Interview: Conduct random on-site contractor employee interviews monthly, as required by the labor compliance program.
- Violation Enforcement and Recommendations:
 Communicate potential violations to the City and provide recommended action.
- Annual Reporting to the Department of Industrial Relations (DIR): Compile and submit a summary report to the DIR. We will submit the report annually during construction and at the conclusion of the project.

Task 3.3 – Start-up and Commissioning Coordination

We will serve as the start-up and commissioning liaison coordinating with the contractor to develop and implement a start-up and commissioning plan. We will observe, monitor, and accept the operational testing of various components, and will conduct the following tasks:

- Coordinate contractors' start-up and commissioning activities, and compare to contract document requirements, operations plan, and acceptance plan, and advise the City of nonconformance issues.
- Coordinate with the City staff, contractor(s), systems integrator, and construction management team start-up specialists.

- Review the contractor's operational testing plan and acceptance plan, and advise the City as to status of the scheduled tasks.
- Coordinate up to six contractor/client meetings to review start-up status.

Phase 4 - Post Construction Services

Task 4.1 - Final Inspection and Punch List

We will evaluate the substantially complete facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work completed by the contractor. We will compile a punch list, transmit to the contractor, and monitor completion of the punch list items. We will report to the City upon the completion of the project, and make recommendations regarding project acceptance, retention of funds, and final payment to the contractor.

Task 4.2 - Project Close-out

We will coordinate project close-out negotiations with the City and contractor. We will provide recommendations to the City addressing payment, lien releases, and final change orders.

Task 4.3 - Final Report

We will prepare and submit a final construction report, including the following:

- Operations manuals for equipment furnished by the contractor
- · Testing records

Task 4.4 - Processing of Record Drawings

We will maintain a hard copy file of the construction drawings at the on-site office for the purpose of documenting field changes, as-built conditions, and approved changes. We will provide the City with monthly as-built updates as part of progress payment packages. After receiving the contractor's mark-ups of changes and as-built conditions, we will transmit the final as-builts to the design engineer for processing of record drawings.



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Appendix Resumes Certification Copies Rate Sheets

Resumes

Patrick Riddell, PE, CPII, QSP/D Project Manager / Principal-in-Charge



Professional Registration

- · Civil Engineer, California, No. 72034
- Certified Public Infrastructure Inspector (CPII), American Public Works Association
- Qualified SWPPP Developer/Practitioner (QSD/QSP), No. 72034
- Excavation Safety Training for Competent Persons (CPT), United Academy, ID: 1544359

Education

- Bachelor of Science, Environmental Engineering, California Polytechnic State University, San Luis Obispo, California
- Caltrans Resident Engineer Academy

Certification

 Lane Closure System, Caltrans

Software

ProCore

Professional Affiliations

- American Society of Civil **Engineers**
- American Public Works Association

Years Experience: 25

As Project Manager, Mr. Riddell provides direct support to Cannon's construction management staff, including direct supervision of the overall project construction administration, pre-construction meetings, shop drawing review, inspections, processing of pay requests, assessing and resolving unforeseen conditions during construction, monitoring of schedules and budgets, overseeing equipment and materials testing, reviewing record drawings and certifications for accuracy, and confirming that work is in conformance with the contract documents and permit conditions before final acceptance. He also participates in conferences and meetings; coordinates activities with community and regulatory agencies; reviews and/ or recommends acceptance of pay requisitions submitted by contractors; investigates and provides recommendations on contractor claims, change orders, etc.; and works with the Resident Engineer in the resolution of issues if encountered.

City of Santa Ana Well No. 29, Santa Ana, California: Well 29 is a 2500 gpm well located at the southeast corner of Flower Street and First Street in Santa Ana. The well and well site needed a complete rehabilitation. Cannon provided construction management, inspection, and construction administration for the new improvements and rehabilitation.

Improvements included mechanical system upgrades, new well house building construction, water service and pipelines including upgraded connection to the Metropolitan Water District, pump and motor improvements, irrigation and landscaping, electrical system upgrades, Motor Control Center (MCC) cabinet replacement, system controls and instrumentation, public frontage and on-site improvements, paving, concrete sidewalk, traffic signal loop replacements, and bus shelter and site furnishing upgrades. Mr. Riddell served as Project Manager.

Select Project Experience Summary

Mr. Riddell has served as Principal-in-Charge or Project Manager on the following projects:

- On-Call Encroachment Permits, Various Locations, El Monte, California
- CDBG Street Reconstruction Project FY 21/22, Huntington Park, California
- Suburban Water Systems Plant 209, Covina, California
- Yorba Linda Lakeview Ave Widening from Bastanchury Rd to Lemon Drive Street Improvement, Yorba Linda, California
- Budlong/Halldale Street Improvements Project, Gardena, California
- Van Ness Avenue and 139th Street Improvements Project, Gardena, California
- 178th Street Sewer Pump Station Renovation Project, Gardena, California

Josh Knoefler, PE Construction Manager



Professional Registration

 Civil Engineer, California, No. 66577

Education

- Master of Business Administration, University of Southern California, Los Angeles, California
- Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology, Terre Haute, Indiana

Certifications

- OSHA-10
- Real Estate Development, University of Southern California
- Software Skills
- Procore
- Primavera
- Contract Management

Years Experience: 26

Mr. Knoefler brings over 26 years of experience in construction management including contract management services for lump sum turnkey projects. Specializing in large public and private infrastructure as well as real estate development, he is proficient across a multitude of industrial sectors including public highways and bridge projects, energy generation design-build projects, underground wet and dry utilities, heavy manufacturing, electric and gas transmission/distribution, and master planned communities. He has worked with numerous agencies and municipalities throughout Southern California across Los Angeles, Orange, Riverside, San Diego, and Imperial Counties; and is familiar with how to navigate across a variety of public agency landscapes.

City of Santa Ana Well 29 Rehabilitation, Santa Ana, California: Performed a variety of construction management duties overseeing installation of a brand new pumping system on a compact site in between existing tennis courts at a public high school. Infrastructure consisted of managing compliance with Green Book, project specifications, and all construction documentation. Mr. Knoefler served as Resident Engineer and Construction Inspector.

Hawthorne Woods Residential Subdivision Design-Build Land Development, Terre Haute, Indiana: This Subdivision is a 40-acre design-build land development project situated within a master-planned community. Serving as the owner's representative and project manager, Mr. Knoefler provided oversight of engineering and construction activities His responsibilities included coordinating engineering consultants, development and management of project specifications, facilitating the bidding process, and comprehensive construction management. He successfully led the execution of project closeout activities, met development goals on time and within budget, while maintaining the quality and standards required for a community-scale residential project.

TE-TO Power Plant Combined Cycle Cogeneration Project, Zagreb, Croatia:

The TE-TO Project is a 320MW dual-fuel fired facility. The \$120 million project involved the construction and commissioning of a high-efficiency power generation plant designed to provide both electricity and thermal energy. Mr. Knoefler provided project controls management oversight, confirming alignment of project cost and schedule objectives. Responsibilities included schedule analysis using Primavera, monthly cost reporting encompassing budgets, variances, and change tracking. Mr. Knoefler led the development and negotiation of project claims, focusing on critical milestones, delays related to shop drawing gaps for materials and equipment, and broader schedule impacts.

Select Project Experience Summary

Mr. Knoefler has served as Construction Manager Lead or Senior Resident Engineer on the following projects:

- City of Garden Grove Micro-Resurfacing Streets/Parking Lot Project, Garden Grove California
- Barakah Nuclear Power Plant Project, Barakah Abu Dhabi United Arab Emirates
- SCE Tehachapi Renewable Transmission Project, Los, Angeles, California

Michael Petrovich, PE Resident Engineer



Professional Registration

- Civil Engineer, California, No. 93847
- Qualified SWPPP Developer/Practitioner (QSD/QSP), No. 93847

Education

 Bachelor of Science, Civil Engineering, Texas Tech University, Lubbock, TX

Certification

 Halliburton Cementing for Engineers 2014

Software Skills

- AutoCAD
- Civil 3D
- Microsoft Office
- ArcGIS
- HEC RAS
- SWMM
- EPA NET
- MATLAB
- iCem (WWHM)

Years Experience: 11

Mr. Petrovich brings 11 years of experience in the design and construction of infrastructure projects such as street and transportation projects, landfill expansions, and parks and recreation facilities. Specializing in capital improvements, field engineering, and construction; his experience includes mass grading, paving operations, concrete placement, utilities installation, landscaping, landfill infrastructure improvements, and landfill liner expansion. Mr. Petrovich's responsibilities include project and construction management, inspection services, and constructability review. He has worked with numerous agencies and municipalities throughout Southern California, such as Orange County Waste and Recycling and the City of Ontario.

CIP CDBG Street Reconstruction Project, Huntington Park, California: The City of Huntington Park (City) was awarded a grant from the Community Development Block Grant Program (CDBG) to upgrade and replace various components of the City's infrastructure system. Improvements included pedestrian safety and mobility enhancements, ADA-compliant pedestrian ramp upgrades, striping, and removal and replacement of existing water and sewer service laterals.

Cannon provided construction management and inspection services and monitored compliance with Greenbook standards, public contracting code, and procurement requirements. Mr. Peterovich served as Assistant Resident Engineer.

Select Project Experience Summary

Mr. Petrovich has served as Assistant Resident Engineer on the following projects:

- Well 29 Rehabilitation Improvements Project, Santa Ana, California
- Budlong and Halldale Street Improvements, Gardena, California
- Monterey Pass Road Transmission Main Replacement, Monterey Park, California
- South Bay X Right-of-Way Inspections for Southern California Edison Undergrounding, Gardena, California
- Port of Long Beach Pier A West Container Support Facility CEQA Support Services, Long Beach, California
- Coyote Canyon Landfill Access Road and Repower, Newport Beach, California
- City of Ontario Park Place Development, Ontario, California
- · County of Ventura Pavement Resurfacing, California
- City of Goleta 2022-2023, Pavement Rehabilitation Project, Goleta, California
- City of San Luis Obispo 2023 Arterials, San Luis Obispo, California
- 2023 Measure F-14 Pavement Rehabilitation, Atascadero, California

Mossad Rizkalla Construction Inspector



Education

- Bachelor of Science, Telecommunication Engineering, Helwan University, Cairo, Egypt
- Certified Construction Project Management, California State University, Dominguez Hills, California

Years Experience: 19

Mr. Rizkalla is a bilingual senior public works and construction special inspector with 19 years of experience in construction management and inspection. His past projects have consisted of both residential and commercial structures with reinforced concrete, post- tensioned concrete, structural masonry, structural bolting, spray-applied fire proofing, and structural welding inspection.

Select Project Experience Summary

Mr. Rizkalla has served as Construction and/or Public Works Inspector on the following projects:

- On-call Inspection for SCE Permit Work, City of El Monte, California
- Downtown Public Parking Improvement Project, City of El Monte, California
- CDBG Street Reconstruction Project FY 21/22, Huntington Park, California
- 2-Mile Water Main Replacement for Hill Street and Cudahy Street, City of Huntington Park, California
- Long Beach Blvd., Phase I and Phase II, Lynwood, California
- Frankel Avenue and 16th Street S Improvements (FY 2015-2016), Montebello, California
- South Bay X Right-of-Way Inspections for Southern California Edison Relocation Work from Overhead to Underground, Gardena, California

Jameson Farr, CPII Construction Inspector



Certifications

- Certified Public Infrastructure Inspector, American Public Works Association
- OSHA- Certified Confined Space Entry, No. 130815
- American Concrete Institute No. 01383421
- Nuclear Gauge Operator, No. 17943

Years Experience: 10

Mr. Farr brings 10 years of experience in materials testing and construction inspection. His experience includes testing and construction inspection for Federal Emergency Management Agency (FEMA) flood repair, roadway and shoulder improvements, guardrail installation, and pedestrian paths. He is well-versed in the Caltrans and Green Book for Public Works specifications.

Select Project Experience Summary

Mr. Farr has served as Construction Inspector on the following projects:

- On-call Inspection for SCE Permit Work, City of El Monte, California
- On-Call Encroachment Permits, Various Locations, El Monte, California
- Well 29 Rehabilitation Improvements Project, Santa Ana, California
- CDBG Street Reconstruction Project FY 21/22, Huntington Park, California
- Monterey Pass Road Transmission Main Replacement, Monterey Park, California
- Budlong/Halldale Street Improvements Project, Gardena, California
- Van Ness Avenue and 139th Street Improvements Project, Gardena, California
- Modjeska Park Underground Stormwater Detention and Infiltration System, Anaheim, California
- Magic Mountain Pipeline Phase 4, 5 and 6A Project, Santa Clarita Valley Water Agency, Santa Clarita, California
- Vista Canyon Recycles Water Main Extension, Santa Clarita, California
- 2022-2023, Pavement Rehabilitation Project, Goleta, California

Pete Maskal, PE Principal Construction Engineer / Design-Build Lead



Professional Registration

 Civil Engineer, California, No. 78139

Education

 Bachelor of Science, Civil Engineering,
 California Polytechnic
 State University, San Luis
 Obispo, California

Profesional Affiliations

 American Society of Civil Engineers

Years Experience: 19

Since 2006, Mr. Maskal has provided design, analysis, utility planning, project management, and construction support for improvements in public infrastructure, energy facilities, utility infrastructure, educational facilities, residential development projects, and civil engineering forensics. His responsibilities include project management, development of construction documents, agency and utility coordination, and construction administration. He specializes in grading and drainage, site layout and multi-disciplinary coordination for complex sites in environmentally sensitive areas, site development for remediation and hazard mitigation, design-build delivery, Just In Time Engineering, and construction administration. Mr. Maskal served as Project Engineer or Project Manager on the following projects:

Cal Poly yak?it*ut*u Residential Community Design Build Project, San Luis Obispo, California: Cannon provided civil engineering and surveying for the design and construction of a 1,475-bed student housing facility. The civil design included the preparation of grading plans, a site demolition plan, Stormwater Pollution Prevention Plan, design data for the stormwater quantity and quality LEED points, and on-site utility plans for water, fire water, sewer, natural gas, and storm drains. Mr. Maskal served as Project Engineer.

Cal Poly Master Utility Plan, California Polytechnic University, San Luis Obispo, California: As part of updates for the 2035 master plan for the Cal Poly campus, the University needed to analyze and plan for improvements to and expansion of aging utility infrastructure. The University needed a utility master plan (UMP) to sustainably support an additional 7,200 beds of student and faculty housing and an additional 5,000 students/faculty. Cannon teamed with Affiliated Engineers, Inc. and was selected to provide civil engineering services in development of the UMP for sanitary sewer, domestic water, storm drain, and natural gas utilities. The master plan evaluated the current utility condition and capacity, identify risks and deficiencies, incorporate sustainability and efficiency components, and provided recommendations for future growth. Mr. Maskal coordinated field assessments (survey, flow monitoring, and CCTV), developed modeling scenarios, compiled master plan, and coordinated civil project engineering assessment.

Cal Poly John Madden Football Project Early/Enabling Civil Works, San Luis Obispo, California: Cannon developed the southwest campus utility program, including the proposed WRF lift station LS-10. The project involved coordination and oversight of utility locating and approximately 70 potholes. We developed options for mitigation of storm drain capacity and flood issues at the east bleacher as well as options to vary the extents of utility improvements to meet project budgets. The scope included detail design of backbone storm drain, sewer, water, and natural gas mains.

Design-Build Experience Summary

- Cal Poly Engineering IV Building, Engineering/Architecture Renovation and Replacement
- Cal Poly Center for Science and Mathematics
- Allied Health/Math/Science Building, Learning Resources Center, and Trades
 Technology Center at Cuesta College
- Remediation and restoration of the Former Guadalupe Oil Field

Christine Kahn, PE Scheduler



Professional Registration

- Civil Engineer, California, No. 41877
- OSHA-Confined Space Entry, No. 132326
- Asphalt 101 for Civil and Geotechnical Engineers

 Asphalt Pavement
 Alliance

Education

 Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California

Profesional Affiliations

- American Society of Civil Engineers; Past President, SLO Branch
- American Public Works Association, Member, Central Coast Chapter

Years Experience: 34

Ms. Kahn is an experienced project manager, project engineer, and construction inspector with 34 years of experience in the public infrastructure field. She offers expertise in constructability reviews, preliminary site planning and permitting, and funding assistance. Throughout the course of her career, she has honed her abilities as an astute problem-solver capable of designing, managing, and inspecting transportation projects with proficiency.

As a Transportation Engineer for Caltrans, she was the lead engineer in the development of various complex transportation projects on the State Highway System. Ms. Kahn also managed a team of engineers to prepare technical documents that required extensive coordination with several functional units within the district, region, headquarters and outside regulatory agencies. She followed many of her projects into construction to oversee field personnel to confirm the cost effective and timely delivery of the project.

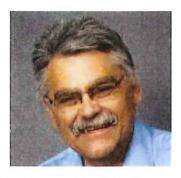
Train Station Expansion Project, Grover Beach, California: The City of Grover Beach successfully secured Federal funds from a Congestion Management Air Quality Grant for the City of Grover Beach Train Station Expansion Project. Additionally, the City received an allocation of grant funds for construction from State Proposition 1B and from the Regional Surface Transportation Program. The City selected Cannon to provide Construction Management and Construction Inspection, and Materials Engineering, Sampling and Testing for this project. Materials installed on the project and specific documentation and required reporting adhered to Caltrans Local Assistance Procedures Manual (LAPM) standards. Ms. Kahn provided Construction Management services.

Select Project Experience Summary

Ms. kahn has served as Construction Inspector or Scheduler on the following projects:

- Blosser Road Right Turn Lane at W. Main Street, Santa Maria, California
- Morro Bay to Cayucos Connector, County of San Luis Obispo California
- Avila Beach Roundabout, County of San Luis Obispo, California
- Countywide Surface Treatment, County of San Luis Obispo, California
- 2021 Pavement Inspection Services, Guadalupe, California
- Measure K-14 CIP Pavement Rehabililtation, Grover Beach, California
- County of San Luis Obispo, Huasna Townsite Road Bridge Rehabilitation, Oak Shores, California
- Huasna Townsite Road Rehabilitation, San Luis Obispo, California
- County of SLO 2023 Storm Damage Repair Work, San Luis Obispo, California
- Pismo Pier and Plaza Rehabilitation, City of Pismo Beach, California
- · 4th Street Phase 2, Santa Monica, California
- CDBG-Funded Community Center and Leroy Park Guadalupe, California
- Vintage Ranch Development Project Inspection Services, Orcutt, California

Dean Stanphill, PE, GE, ICC-Certified Materials Testing



Professional Registration

- Civil Engineer, California, No. 43612
- Geotechnical Engineer, California No. 2271

Education

- MBA, California State University, San Bernardino
- Bachelor of Science, Civil Engineering, San Diego State University, San Diego, California

Certification

- Nuclear Density
 Gauge Structural Steel
 and Welding ICC;
 Fireproofing ICC;
 Masonry ICC
- California, Environmental Assessor, No. 07476
- California, Qualified Stormwater Practitioner / Developer, No. 22010
- California, Qualified Industrial Stormwater Practitioner

Profesional Affiliations

- American Council of Engineering Companies
- American Public Works Association
- American Society of Civil Engineers

Years Experience: 35

Mr. Stanphill has over 35 years of experience providing geotechnical engineering services for a wide variety of projects, including transportation, education, commercial, landfill, and public agency projects. He also has over 10 years of experience with regards to methane monitoring and biogas collection system design. His experience includes expert witness work regarding methane migration issues on several projects in both the United States and in Australia.

Industrial Warehouse, City of Industry, California. Principal-in-charge of an approximate 900,000 square foot concrete tilt-up warehouse in the City of Industry. Mr. Stanphill worked closely with the contractor as well as the owner's construction team to verify that all components of the project were constructed in accordance with project plans and specifications. The scope of work included grading observation and testing as well as in inspection of concrete and structural steel.

Mammoth Lakes Middle School, High School, and Elementary School Additions, Mammoth Lakes, California. Principal-in-charge of services provided for the expansion of schools. Work was performed included grading observation and testing, concrete, structural steel, and masonry. Work was performed in strict accordance with the California Division of the State Architect Requirements.

Vans Corporate Headquarters Expansion, Laguna Beach, California.

Principal-in-charge for the construction of a major addition at the Vans
Corporate Headquarters. Work included grading observations as well as
inspection of concrete and structural steel. Other services included inspection
of firestopping and other building envelope components.

Mariners Church Expansion, Newport Beach, California. Principal-in-charge for a major expansion project at Mariners Church in Newport Beach. Work primarily consisted of structural steel and fireproofing inspection. The project included not only interior remodeling and re-purposing of spaces but the construction of an outdoor worship center.

San Jose State University Spartan Shops at MacQuarrie Hall, San Jose, California. Engineer of Record during the material testing and inspection services provided to the new Spartan Shops. This project was the relocation of the Spartan Shops.

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Lissette Montoya Labor Compliance Support



Education

- Master of Business Administration, California State Polytechnic University Pomona California
- Bachelor of Science, Business Management, California State Polytechnic University Pomona, California

Years Experience: 20

Ms. Montoya has more than 20 years of experience in project management, analysis, funding management, grant administration, and community outreach programs. Her expertise includes identifying federal and state fund allocation balances, programming funds, and administering long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, and she assists in determining eligible projects for various funding sources. She also manages development and capital improvement programs/projects from conception to completion, conducts a variety of analyses and studies to identify State and Federal funding options. Additionally, she has experience in grant writing, project monitoring, labor compliance, and funding administration services. Her team has successfully monitored federal and state funding for municipal agencies throughout Southern California and has secured over \$555.4 million in funding for government agencies.

Project Experience

Ms. Montoya is experienced in strategic budget planning specifically with Capital Improvement Programs. Her team has effectively managed labor compliance for over 291 construction projects, totaling \$1.1 billion in value.

Summer Mann Labor Compliance / Sr. Program Coordinator



Certifications

- CA LTAP Certificate of Completion – Labor Compliance Course
- CA Prevailing Wage/ Public Works Compliance Training – Center for Contract Compliance
- 2021 Section 3 Final Rule Training
- Davis-Bacon Labor Standards
- Rail Safety and Wayside Worker Program Certified
 METRO

Ms. Mann has more than six years of experience in providing labor compliance services. She collaborates with project managers to act as a liaison and offer support on various labor compliance projects. She enforces labor compliance regulations by conducting on-site interviews of employees, calculating prevailing wages for job classifications and duties in line with State or Federal labor laws. Ms. Mann also works closely with project contractors to ensure timely delivery of all required documents. Moreover, she monitors contracts to ensure adherence to all applicable DBE and labor compliance requirements, prepares correspondence, conducts desk audits of compliance documents and contractor submittals, prepares management reports, issues non-compliance notices to ensure contractor compliance, and prepares close-out reports. Additionally, she assists in bid evaluations and participates in pre-bid and pre-construction conferences and meetings as needed to review contractor compliance obligations.

Project Experience

Relevant City Experience includes: San Luis Obispo, Lynwood, Pico Rivera, El Monte, La Cañada Flintridge, Norwalk, Rialto, Hawaiian Gardens, Industry, La Mirada, Commerce, Cudahy, Monterey Park, South El Monte, Temple City, West Covina, Ojai, and many more.

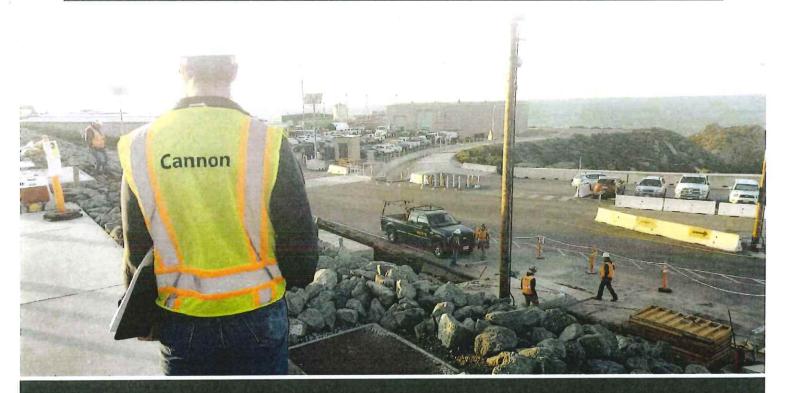
A full list of labor compliance projects can be provided upon request.

Years Experience: 6

Certification Copies

Name	Licensing
	RIDDELL, PATRICK RYAN LICENSE NUMBER: 72034 LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR Ø EXPIRATION DATE: JUNE 30, 2026 SECONDARY STATUS: N/A CITY: CAYUCOS STATE: CALIFORNIA COUNTY: SAN LUIS OBISPO ZIP: 93430
Pat Riddell, PE, CPII, QSD/P 🔑	Mr. Patrick R. Riddell, PE,CPII THE CANDING STATE AND THE SERVICE OF COURS IN EACH OF THE SERVICE OF COURSE OF THE SERVICE OF TH
Josh Knoefler, PE 🥕	KNOEFLER, JOSHUA WAYNE LICENSE NUMBER: 66577 LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR Ø EXPIRATION DATE: JUNE 30, 2026 SECONDARY STATUS: N/A CITY: INGLEWOOD STATE: CALIFORNIA COUNTY: LOS ANGELES ZIP: 90301
	PETROVICH, MICHAEL ROBERT LICENSE NUMBER: 93847 LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR © EXPIRATION DATE: SEPTEMBER 30, 2026 SECONDARY STATUS: N/A CITY: PASADENA STATE: CALIFORNIA COUNTY: LOS ANGELES ZIP: 91107
Michael Petrovich, PE 🥕	COMMETION OF THE STATE WATER BOARD CAPELSG LICENTILE QUOINTY EXPLANATION FRANKING FOR THE 2009 AND 1012 CONSTRUCTION STORMWATER CENERAL FERMITS C93847 Michael Petrovich OB/06/2025
Nik Boas, PE P	BOAS, NIKOLAS LICENSE NUMBER: 80636 LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR © EXPIRATION DATE: MARCH 31, 2027 SECONDARY STATUS: N/A CITY: VENTURA STATE: CALIFORNIA COUNTY: VENTURA ZIP: 93004
Jameson Farr, CPII 🥕	Jameson D. Farr, CPII THE DESIGNATION OF CERTIFIED PUBLIC INFRASTRUCTURE INSPECTOR (CPII) FOR DESIGNATION A HIGH LEVEL OF COUNTER WE FOR MIT INSTITUTE INSPECTION IN MARKE ESSAULTY COUNTERING ANY EXAMINATION, DOCUMENTING DOCUMENT AND WORK ESSAULTY COUNTER AND FOR THE PROBLEMANCE PROBLEMANCE OF THE PROBLEMANCE PROBLEMANCE OF THE PROBL

Name	Licensing
Pete Maskal, PE 🥕	MASKAL, KRISTOPHER LICENSE NUMBER: 78139 LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR © EXPIRATION DATE: SEPTEMBER 30, 2025 SECONDARY STATUS: N/A CITY: ATASCADERO STATE: CALIFORNIA COUNTY: SAN LUIS OBISPO ZIP: 93422
Christine Kahn, PE 🥕	Christine Kahn Christine Kahn Christine Kahn Confined Kahn Con
Dean Stanphill, PE, GE 🔑	STANPHILL, DEAN RAY LICENSE NUMBER: 43612 LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR ② EXPIRATION DATE: DECEMBER 31, 2026 SECONDARY STATUS: N/A CITY: FOOTHILL RANCH STATE: CALIFORNIA COUNTY: ORANGE ZIP: 92610 STANPHILL, DEAN RAY LICENSE NUMBER: 2271 LICENSE TYPE: GEOTECHNICAL ENGINEER LICENSE STATUS: CLEAR ③ EXPIRATION DATE: DECEMBER 31, 2026 SECONDARY STATUS: N/A CITY: FOOTHILL RANCH STATE: CALIFORNIA COUNTY: ORANGE ZIP: 92610



Rate Sheets



2025-2029 Fee Schedule

Role	202	5-2026	202	6-2027	202	7-2028	202	3-2029
Construction Manager	\$	207	\$	215	\$	224	\$	233
Director, Construction Management	\$	247	\$	257	\$	267	\$	278
Principal Construction Manager	\$	247	\$	257	\$	267	\$	278
Principal Construction Engineer	\$	235	\$	245	\$	255	\$	265
Sr. Construction Manager	\$	233	\$	243	\$	252	\$	262
Senior Resident Engineer	\$	239	\$	248	\$	258	\$	268
Resident Engineer	\$	223	\$	232	\$	241	\$	250
Assistant Resident Engineer	\$	186	\$	193	\$	201	\$	209
Office Engineer/Doc Control	\$	156	\$	162	\$	169	\$	175
Construction Coordinator	\$	137	\$	142	\$	148	\$	154
Engineering Assistant	\$	133	\$	138	\$	143	\$	149
Construction Inspector (Non PW)	\$	161	\$	168	\$	174	\$	181
Prevailing Wage (PW) Construction Inspection	\$	176	\$	183	\$	191	\$	198

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends, and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied.

Rates shown are subject to 4% increase July 1st of each year.



CONVERSE CONSULTANTS Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule.

AGGREGATES
Moisture Content, ASTM D2216
Particle Size Analysis
Coarse, ASTM C136, each
Specific Gravity & Absorption
Coarse Aggregate, ASTM C127115.00
Fine Aggregate, ASTM C128
Unit Weight per Cubic Foot, ASTM C29
Soundness, Sodium or Magnesium, ASTM C88, each 550.00 Potential Alkali Reactivity, ASTM D289700.00
Freeze Thaw Soundness
Los Angeles Abrasion, per class, ASTM C131, C535 375.00
Sand Equivalent, ASTM D2419180.00
Lightweight Particles, ASTM C123, each
Stripping Test, ASTM D1664, each
Organic Impurities, ASTM C40140.00
Durability By Quote
CONCRETE TESTS
Laboratory Trial Batch, ASTM C192 By Quote
Laboratory Mix Design, Historical Data
Compression Test, 6"x12" Cylinder, ASTM C39, each 55.00 Lightweight Concrete
Compression
Specimen Preparation, Trimming or Coring, each
Bond Strength, ASTM C321
Prepared by Converse
Prepared by Others
Core Compression Test, ASTM C12, each
Modulus of Elasticity, Static, ASTM C469, each
Length Change, ASTM C157, 3 bars, 5 readings each,
up to 26 days
Splitting Tensile, 6"x12" Cylinders, each
cast 4 cylinders, molds, cylinder pick-up, within 10 miles
of office, stand-by extra), ASTM/UBC, hourly rate
schedule, or each cylinder
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder95.00
Hold Cylinder
Cylinder Mold, sent to job site but not cast by Converse or
returned to Converse5.00
MASONRY (ASTM C140, E447, UBC STANDARD 24-22)
Moisture Content, as received, each
Absorption, each
Shrinkage, ASTM C426, each
Net Area and Volume, each
Masonry Blocks, per set of 9
Masonry Core Compression, each
Masonry Core Shear, each
Compression Test, grouted prisms, 8"x8"x16", each 300.00
Compression Test, grouted prisms, 12"x16"x16", each 425.00
Compression Test 2"x4" Mortar Cylinder, each
3"x6" Grout Prisms, each
2" Cubes, ASTM C109, each
Cast by Others
FIREPROOFING TESTS Oven Dry Density, per sample

MOISTURE EMISSION TEST Moisture Emission Test Kit
ASPHALTIC CONCRETE Stability, Flow, and Unit Weight, ASTM D6927
Rice Method, each
Laboratory Mixing of Asphalt & Concrete, per sample75.00 Complete Asphalt Concrete Mix Design Hveem or Marshall
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each
Extraction of Rubberized Asphalt & Gradation, each350.00 Specific Gravity, ASTM D2726 or ASTM D1188
Uncoated 95.00 Coated 125.00 Immersion-Compression 650.00
Particle Coating, ASTM D2489
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or
By-Products
6 specimens
Asphalt Temperature
Tensile Test #9 Bar or Smaller, each
Tensile Test #10 Bar or Greater, each
Rebar Coupler Tensile Test
Tensile Test, Welded #10 Bar or Greater, each300.00 Tensile Test, Welded #14 Bar, each330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each210.00 Tensile Test, Mechanically Spliced, #10 Bar or Greater,
each350.00
HIGH STRENGTH BOLT, NUT, AND WASHER TESTING Wedge Tensile Test, A490 Bolts
Under 100,000 lbs., each
Wedge Tensile Test, A325 Bolts Under 100,000 lbs., each
transducers, each
Washer Hardness, each
Bolt A325 or A490 Wedge Tensile Under 100,000 lbs. & Hardness, each
Bolt, Nut & Washer, all tests per set with bolts Under 100,000 lbs400.00
Over 100,000 lbs
testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no

the assumption that samples will be delivered to our laboratory at no

cost to Converse.



CONVERSE CONSULTANTS Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES 1ESTS
Visual Classification, ASTM D248820.00
Engineering Classification, ASTM D248725.00
Moisture Content and Dry (bulk) Density,
ASTM D2216 and D293725.00
Moisture Content, ASTM D221620.00
Shrinkage Limit, ASTM D494385.00
Atterberg Limits, ASTM D4318
Several points
One Point50.00
Particle Size Analysis, ASTM D6913
Fine Sieve, from +#200 to #4
Coarse and Fine Sieve, from #200 to 3 in
Hydrometer
Percent Passing #200 Sieve, ASTM D114080.00
Specific Gravity
Fine, passing #4 sieve, ASTM D854100.00
Coarse, retained on #4 sieve, ASTM C127100.00
Sand Equivalent Test, ASTM D2419130.00
Double Hydrometer Dispersion, ASTM D4221150.00
Boddio i yoromoto: Bioporoion() to tim E 122 i illiminimi i i illi
COMPACTION AND BEARING STRENGTH
Standard Proctor Compaction, ASTM D698 or ASTM D1557
Method A or B
Method C, 6" mold
California Impact Method, Caltrans 216220.00
R-value, ASTM D2844 and CTM301280.00
California Bearing Ratio (CBR), ASTM D1883
1 Point
3 Points
Relative Density
0.1 Cubic Foot Mold
0.5 Cubic Foot Mold300.00
SHEAR STRENGTH
Torvane/Pocket Penetrometer
Direct Shear
Quick Test75.00
Consolidated, Drained, granular soil,
Consolidated, Drained, granular soil,
ASTM D3080230.00
Consolidated, Drained, fine grained soil,
ASTM D3080270.00
Consolidated, Undrained, fine grained soil230.00
Residual Strength, per cycle75.00
Remolded Specimens75.00
remoided openinons
STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS
(PER POINT)
Unconfined Compression, ASTM D2166150.00
Unconsolidated, Undrained, ASTM D2850160.00
Consolidated, Undrained, per point700.00
Consolidated, Drained, per point700.00
With Pore Pressure Measurement, per load150.00
Remolded Specimen
Nemolded Opecimen
CONSCIPATION (ACTIVIDADE AND OMEL) COLLABOR
CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE
(ASTM D4546) TESTS
8 Load Increments
Additional Load Increment50.00
Time Datin and Indiananal 2000
Time-Ratio, per load increment90.00

Single Point, collapse test......90.00

IDENTIFICATION AND INDEX PROPERTIES TESTS

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	
Expansion Index Test, UBC 29-2/ASTM D4829	
HYDRAULIC CONDUCTIVITY TESTS	
Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	65.00
CHEMICAL TESTS	
Corrosivity (pH, resistivity, sulfates, chlorides)	230.00
Organic Content, ASTM D2974	

Conditions: Unit rates presented on this fee schedule are for routinely performed geolechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2028.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of Califomia, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remoided specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS Prevailing Wage Schedule of Fees

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry,	6466
structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) DSA Masonry Inspector	
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing,	
torque testing, Schmidt hammer, and pachometer)	16
Coating Inspector/Coring Technician	16
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	
Sample Pick-Up	
Durface in a local description for field and affice if an area all	
Professional Services (consultation for field and office, if requested)	£16
Staff Professional	17/ ما م
Senior Staff Professional	
Project Professional	
Project Manager	
Senior Professional	
Principal Professional	
Principal Consultant	240
Laboratory Testing	
Laboratory Technician	Per Tes
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$100
Office Support	
Clerical/Word Processing	\$100
Drafting	
CAD Operator/Drafting Manager	

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

- 1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
- Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
- Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
- Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus lifteen percent.

Invoices

- 1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
- 2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
- 3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Converse Consultants



ON-CALL CONSTRUCTION MANAGMENT, MATERIALS TESTING, and INSPECTIONSERVICES

Agency: Advanced Avant-Garde Corporation

Task: Labor Compliance Services

	Year 1	Year 2	Year 3	Year 4
Program Director	\$150	\$150	\$158	\$158
Program Manager	\$135	\$135	\$142	\$142
Sr. Program Coordinator	\$125	\$125	\$131	\$131
Program Coordinator	\$110	\$110	\$115	\$115
Program Assistant	\$100	\$100	\$105	\$105

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

Rate Sheets



2025-2029 Fee Schedule

Role	202	5-2026	202	6-2027	202	7-2028	202	B- 2029
Construction Manager	\$	207	\$	215	\$	224	\$	233
Director, Construction Management	\$	247	\$	257	\$	267	\$	278
Principal Construction Manager	\$	247	\$	257	\$	267	\$	278
Principal Construction Engineer	\$	235	\$	245	\$	255	\$	265
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Resident Engineer	\$	223	\$	232	\$	241	\$	250
Assistant Resident Engineer	\$	186	\$	193	\$	201	\$	209
Office Engineer/Doc Control	\$	156	\$	162	\$	169	\$	175
Construction Coordinator	\$	137	\$	142	\$	148	\$	154
Engineering Assistant	\$	133	\$	138	\$	143	\$	149
Construction Inspector (Non PW)	\$	161	\$	168	\$	174	\$	181
Prevailing Wage (PW) Construction Inspection	\$	176	\$	183	\$	191	\$	198

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends, and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied.

Rates shown are subject to 4% increase July 1st of each year.



CONVERSE CONSULTANTS Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule.

AGGREGATES
Moisture Content, ASTM D2216
Particle Size Analysis
Coarse, ASTM C136, each
Coarse and Fine, ASTM C136 & C137), each
Specific Gravity & Absorption
Coarse Aggregate, ASTM C127
Fine Aggregate, ASTM C128
Unit Weight per Cubic Foot, ASTM C29
Soundness, Sodium or Magnesium, ASTM C88, each 550.00
Potential Alkali Reactivity, ASTM D289
Freeze Thaw Soundness
Sand Equivalent, ASTM D2419
Lightweight Particles, ASTM C123, each
Clay Lumps & Friable Particles, ASTM C142, each 290.00
Stripping Test, ASTM D1664, each
Organic Impurities, ASTM C40140.00
Durability
CONCRETE TESTS
Laboratory Trial Batch, ASTM C192 By Quote
Laboratory Mix Design, Historical Data
Compression Test, 6"x12" Cylinder, ASTM C39, each 55.00 Lightweight Concrete
Compression
Unit Weight
Specimen Preparation, Trimming or Coring, each
Bond Strength, ASTM C321
Prepared by Converse
Prepared by Others
Core Compression Test, ASTM C12, each
Flexure Test, 6"x6" Beams, ASTM C78, each
Modulus of Elasticity, Static, ASTM C469, each
Length Change, ASTM C157, 3 bars, 5 readings each,
up to 26 days550.00
Splitting Tensile, 6"x12" Cylinders, each
Field Concrete Control (sampling, slump, temperature,
cast 4 cylinders, molds, cylinder pick-up, within 10 miles
of office, stand-by extra), ASTM/UBC, hourly rate
schedule, or each cylinder
ASTM/UBC, each cylinder95.00
Hold Cylinder
Cylinder Mold, sent to job site but not cast by Converse or
returned to Converse
MASONRY (ASTM C140, E447, UBC STANDARD 24-22)
Moisture Content, as received, each
Absorption, each
Shrinkage, ASTM C426, each
Net Area and Volume, each 30.00
Masonry Blocks, per set of 9
Masonry Core Compression, each
Masonry Core Shear, each
Masonry Core Trimming, each
Compression Test, grouted prisms, 8"x8"x16", each 300.00
Compression Test, grouted prisms, 12"x16"x16", each 425.00
Compression Test
2"x4" Mortar Cylinder, each 55.00
3"x6" Grout Prisms, each
2" Cubes, ASTM C109, each55.00
Cast by Others
Mortar or Grout Mix Designs
FIREPROOFING TESTS
Oven Dry Density, per sample

MOISTING THEORY TEST
MOISTURE EMISSION TEST Moisture Emission Test Kit
Wolsture Emission Test Nit95.00
ASPHALTIC CONCRETE
Stability, Flow, and Unit Weight, ASTM D6927500.00
Marshall ASTM D1559, ASTM D2726450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041,
Rice Method, each350.00
Void Analysis of Cores or Marshall Specimens,
Calculations Only, ASTM D3203, set of 2 or 360.00
Laboratory Mixing of Asphalt & Concrete, per sample75.00
Complete Asphalt Concrete Mix Design Hveem or Marshall
Hveem or MarshallBy Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B,
or California 310, including ash correction, each455.00
Extraction of Rubberized Asphalt & Gradation, each350.00
Specific Gravity, ASTM D2726 or ASTM D1188
Uncoated
Coaled
Immersion-Compression
Particle Coating, ASTM D2489
Stripping, ASTM D1664
Moisture or Volatile Distillates in Paving Mixtures, or
Materials Containing Petroleum Products or
By-Products350.00 Retained Strength, ASTM D1074/D1075, 6 specimensBy Quote
Retained Stability, Mil, Std, 520A, Method 104,
6 specimens
CBR, ASTM D1883, including M/D Curve, 1 point
Asphalt Temperature25.00
, option (onposition)
STRUCTURAL STEEL
Tensile Test #9 Bar or Smaller, each
Bend Test #9 Bar or Smaller, each65.00
Tensile Test #10 Bar or Greater, each
Tensile Test #14 Bar, each330.00
Rebar Coupler Tensile Test160.00
Tensile Test, Welded #9 Bar or Smaller, each
Tensile Test, Welded #10 Bar or Greater, each300.00
Tensile Test, Welded #14 Bar, each330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller,
each210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater,
each350.00
HIGH STRENGTH BOLT, NUT, AND WASHER TESTING
Wedge Tensile Test, A490 Bolts
Under 100,000 lbs., each
Over 100,000 lbs., each
Wedge Tensile Test, A325 Bolts
Under 100.000 lbs., each
Tensile Test, Anchor Bolts, tested with displacement
transducers, each300.00
Nut Hardness, Proof & Cone Proof Load Test, each65.00
Washer Hardness, each55.00
A325 or A490, Bolt Hardness Only, each55,00
Boll A325 or A490 Wedge Tensile
Under 100,000 lbs. & Hardness, each240.00
Over 100,000 lbs. & Hardness, each280.00
Bolt, Nut & Washer, all tests per set with bolts
Under 100,000 lbs
Over 100,000 lbs500.00
See Schedule of Fees - Geotechnical Laboratory Testing for soil
testing. Hourly rates are available upon request. Field Laboratory
rates are available upon request. Listed unit rates are based upon
the assumption that samples will be delivered to our laboratory at no

the assumption that samples will be delivered to our laboratory at no

cost to Converse.



CONVERSE CONSULTANTS Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS	
Visual Classification, ASTM D248820.00	
Engineering Classification, ASTM D248725.00	
Moisture Content and Dry (bulk) Density,	
ASTM D2216 and D293725.00	
Moisture Content, ASTM D221620.00	
Shrinkage Limit, ASTM D494385.00	
Atterberg Limits, ASTM D4318	
Several points	
One Point	
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4100.00	
Coarse and Fine Sieve, from #200 to 3 in190.00	Ĺ
Hydrometer	
Specific Gravity	
Fine, passing #4 sieve, ASTM D854100.00	
Coarse, retained on #4 sieve, ASTM C127100.00	
Sand Equivalent Test, ASTM D2419130.00	
Double Hydrometer Dispersion, ASTM D4221150.00	
COMPACTION AND BEARING STRENGTH	
Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B210.00	
Method C, 6" mold220.00	
California Impact Method, Caltrans 216220.00	
R-value, ASTM D2844 and CTM301280.00	
California Bearing Ratio (CBR), ASTM D1883	
1 Point530.00	
3 Points	
Relative Density	
0.1 Cubic Foot Mold	
0.5 Cubic Foot Mold300.00	
SHEAR STRENGTH	
Torvane/Pocket Penetrometer25.00	
Direct Shear	
Quick Test	
Consolidated, Drained, granular soil,	
ASTM D3080230.00	
Consolidated, Drained, fine grained soil,	
ASTM D3080270.00	
Consolidated, Undrained, fine grained soil230.00	
Residual Strength, per cycle75.00	
Remolded Specimens75.00	
OTATIO INVAVIAL AND TOLAWAL OTDENOTUTEOTO	
STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS	
(PER POINT)	
Unconfined Compression, ASTM D2166	
Unconsolidated, Undrained, ASTM D2850160.00	
Consolidated, Undrained, per point700.00	
Consolidated, Drained, per point700.00	
With Pore Pressure Measurement, per load150.00	
Remolded Specimen90.00	
CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE	
(ASTM D4546) TESTS	
8 Load Increments	
Additional Load Increment50.00	
Time-Ratio, per load increment	

Single Point, collapse test......90.00

IDENTIFICATION AND INDEX DEODEDTIFO TECTO

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	
Expansion Index Test, UBC 29-2/ASTM D4829	
HYDRAULIC CONDUCTIVITY TESTS	
Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	
Remolded Specimen	
CHEMICALTESTS	
Corrosivity (pH, resistivity, sulfates, chlorides)	230.00
Organic Content, ASTM D2974	

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2028.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or votatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remoided specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS Prevailing Wage Schedule of Fees



Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment) Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry,	0400
structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	
DSA Masonry Inspector	160
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing,	405
torque testing, Schmidt hammer, and pachometer) Coating Inspector/Coring Technician	105
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	160
Sample Pick-Up	
Sample Fick-Up	13
Professional Services (consultation for field and office, if requested)	
Staff Professional	\$160
Senior Staff Professional	170
Project Professional	180
Project Manager	
Senior Professional	
Principal Professional	230
Principal Consultant	
Laboratory Testing	
Laboratory Technician	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$100
Office Support	
Clerical/Word Processing	\$100
Drafting	
CAD Operator/Drafting Manager	110

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

- 1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
- Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
- Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
- Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

- 1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
- 2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
- 3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Converse Consultants



ON-CALL CONSTRUCTION MANAGMENT, MATERIALS TESTING, and INSPECTIONSERVICES

Agency:

Advanced Avant-Garde Corporation

Task:

Labor Compliance Services

	Year 1	Year 2	Year 3	Year 4
Program Director	\$150	\$150	\$158	\$158
Program Manager	\$135	\$135	\$142	\$142
Sr. Program Coordinator	\$125	\$125	\$131	\$131
Program Coordinator	\$110	\$110	\$115	\$115
Program Assistant	\$100	\$100	\$105	\$105



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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 endorsement(s).

ting relativate area sirt come	rigints to the certificate holder in	0. 000. 0.000.00.	v(*).		
PRODUCER		CONTACT NAME:	Venbrook Insurance S	ervices	
Venbrook Insurance Servi		PHONE (A/C, No. Ext):	818-598-8900	FAX (A/C, No):	818-598-8910
6320 Canoga Avenue, 12t Woodland Hills, CA 9136	n Floor 7	E-MAIL ADDRESS:		1	
			INSURER(S) AFFORDING COV	/ERAGE	NAIC#
www.venbrook.com	CA Lic No. 0D80832	INSURER A : CO	ntinental Insurance Compa	any AXV	35289
INSURED		INSURER B : Ha	rtford Casualty Insurance (Company A+ XV	29424
Cannon Corporation 1050 Southwood Drive San Luis Obispo CA 93401		INSURER C : Be	INSURER C: Beazley Insurance Company, Inc. A XV		
		INSURER D :	INSURER D :		
		INSURER E :			
		INSURER F :			
				ON MUNICIPAL	

OVERAGES	CERTIFICATE NUMBER: 87778587	REVISION NUMBER:
· · · · · · · · · · · · · · · · · · ·		

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

INSR	TYPE OF INSURANCE	ADDL SU	UBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR	✓	703	39996776	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
	✓ Contractual Liability						MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:		-					\$
Α	AUTOMOBILE LIABILITY	1	704	40001609	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	✓ UMBRELLA LIAB ✓ OCCUR		704	40002176	9/1/2025	9/1/2026	EACH OCCURRENCE	\$9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$9,000,000
	DED ✓ RETENTION \$ 10,000							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		72	WE OL6H1H	9/1/2025	9/1/2026	✓ PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	10.7					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
С	Professional/Pollution Liability		C2	27737250701	9/1/2025	9/1/2026	\$5,000,000 Per Claim/\$5	,000,000 Aggregate
		<u> </u>				l		

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

RE: City of Huntington Beach – On-Call – CM & I Services - Cannon # 241240 **SEE ATTATCHED ADDENDUM***

CERTIFICATE HOLDER	CANCELLATION
City of Huntington Beach 2000 Main Street 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 Karen Smith

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AGENCY CUSTOMER ID:	
LOC#:	



ADDITIONAL REMARKS SCHEDULE

Page of

Venbrook Insurance Services POLICY NUMBER		NAMED INSURED Cannon Corporation 1050 Southwood Drive San Luis Obispo CA 93401	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance (03/16)

HOLDER: City of Huntington Beach

ADDRESS: 2000 Main Street Huntington Beach CA 92648

RE: City of Huntington Beach - On-Call - CM & I Services - Cannon # 241240

The City, its officers, elected or appointed officials, employees, agents, and volunteers are named as Additional Insured under the General Liability and Automobile Liability policy if required by written contract with the Named Insured but only for coverage and limits provided by the policy and the additional insured endorsement. Excess/Umbrella follows form. *10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Other.

ACORD 101 (2008/01)

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs
 A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

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

A. Controlling Interest

Any person or organization with a controlling interest in a **Named insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the Named Insured's premises; or
- b. in the performance of the Named Insured's ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named insured**, including but not limited to:

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CONTINENTAL CASUALTY COMPANY
Insured Name: CANNON CORPORATION

Policy No: 7039996776 Endorsement No: 8

Effective Date: 09/01/2024

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Architects, Engineers and Surveyors General Liability Extension Endorsement

- the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- the following hazards in connection with premises a Named insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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CONTINENTAL CASUALTY COMPANY
Insured Name: CANNON CORPORATION

Policy No: 7039996776 Endorsement No: 8

Effective Date: 09/01/2024



CNA PARAMOUNT

7039996776

Policy No:

Architects, Engineers and Surveyors General Liability Extension Endorsement

2. the permitted or authorized operations performed by a Named insured or on a Named insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
 - a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this Coverage Part, WHO IS AN INSURED is amended to make the following natural persons Insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;
- b. A partnership or joint venture, then its partners, members and their spouses are Insureds;
- c. A limited liability company, then its members and managers are Insureds; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are Insureds:

CNA74858XX (1-15) Page 4 of 18 CONTINENTAL CASUALTY COMPANY

Endorsement No: 8 Effective Date: 09/01/2024 Insured Name: CANNON CORPORATION



Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES**, **LEGAL REPRESENTATIVES**, **AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **insureds**.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled **Duties in The Event of Occurrence**, **Offense**, **Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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CONTINENTAL CASUALTY COMPANY
Insured Name: CANNON CORPORATION

Policy No: 7039996776 Endorsement No: 8

Effective Date: 09/01/2024





EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

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

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

B. Bail Bonds and Loss of Earnings

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

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

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SECTION II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

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

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

C. Transportation Expenses

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

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

D. Loss of Use Expenses

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

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

E. Personal Property

The following is added to SECTION III, Paragraph A.4.

- c. We will pay up to \$500 for loss to Personal Property which is:
 - (1) Owned by an insured; and
 - (2) In or on the covered auto.

This coverage applies only in the event of a total theft of your covered auto.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to SECTION III, Paragraph A.4.:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of loss to a covered auto. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.
 - We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered auto; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

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- This coverage does not apply while there are spare or reserve autos available to you for your operations.
- 4. If 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 the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to SECTION III. Paragraph A .:

5. Hired Autos

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

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

H. Airbag Coverage

The following is added to SECTION III, Paragraph B.3.

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

I. Electronic Equipment

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

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

J. Diminution In Value

The following is added to SECTION III, Paragraph B.6.

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

a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

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

III. Drive Other Car Coverage - Executive Officers

The following is added to SECTIONS II and III:

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

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

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

IV. BUSINESS AUTO CONDITIONS

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

The following is added to SECTION IV, Paragraph A.2.a.

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

The following is added to SECTION IV, Paragraph A.2.b.

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

B. Concealment, Misrepresentation or Fraud

The following is added to SECTION IV, Paragraph B.2.

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

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

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Business Auto Policy

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a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

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

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- i. the amount for which the claim could have been settled, less the remaining Deductible, plus the defense costs incurred up to the time of such refusal, and
- ii. fifty percent (50%) of any **defense costs** incurred after the date such settlement or compromise was recommended to the **insured** with the remaining fifty percent (50%) of such **defense costs** to be borne by the **insured** at their own risk and uninsured;

or the applicable Limit of Liability, whichever is less. The portion of any proposed settlement or compromise that requires the **insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **loss** shall not be considered in determining the amount for which a **claim** could have been settled.

Assistance and Cooperation

If any claim or circumstance is reported by the insured under this Policy, the insured will give all information and assistance to the insurance company as it may need to investigate such matters. The insured will cooperate with the insurance company in responding to such claim or circumstance. The insured agrees not to take any action which in any way increases the insurance company's exposure under this Policy.

Upon the **insurance company's** request, the **insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization, and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **claim** without the written consent of the **insurance company**.

Except where expressly provided for in this Policy, any costs to provide such information or assistance to the **insurance company** will be at the **insured's** own cost.

Other Insurance

This Insurance shall apply in excess of:

- (a) any other valid and collectible insurance available to any insured, including, but not limited to, any project specific professional liability insurance, contractors pollution liability insurance or media, technology or cyber liability insurance; and
- (b) any self-insured retention or deductible portion thereof,

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

Subrogation and Recoveries

If any payment is made under this Policy, the **insured** will transfer its rights of recovery against any third party to the **insurance company**. The **insured** will do whatever is reasonably necessary to secure and preserve such rights after a **claim** is first made against them or the date they become aware of a **circumstance** giving rise to a **claim**. The **insurance company** agrees to waive its right of recovery against any client of the **named insured** for a **claim** which is covered under the Architects and Engineers Professional Liability and Pollution Liability Coverages to the extent the **named insured** had, prior to such **claim**, a written agreement to waive such rights.

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- (a) to reimburse costs incurred by or on behalf of the insurance company in bringing proceedings against such other party;
- (b) then to the insured for the amount of any loss which exceeds the Limit of Liability;
- (c) then to the **insurance company** up to the amount of the **loss** paid by the **insurance company** and the Limit of Liability will be reinstated for such amounts; and
- (d) then to the insured to reimburse the Deductible.

Reimbursement of Uncovered Amounts

To the extent that the **insurance company** pays any **loss** or other sums that are not covered under this Policy, the **insurance company** is entitled to reimbursement from the **named insured** and any **insured** (or other party) on whose behalf such **loss** or sums are paid.

Action against the Insurance Company

No action will lie against the **insurance company** unless and until the **insured** has fully complied with all the terms of this Policy.

No person or organization will have the right under this Policy to join the **insurance company** as a party to an action against the **insured** to determine the **insured**'s liability or implead the **insurance company** in any such action.

General Conditions

Innocent Insured

Whenever coverage under this Insurance would be excluded, suspended or lost because of the Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions Exclusion relating to any act, error or omission by any **insured**, and with respect to which any other **insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, then the **insurance company** agrees that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in the Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions Exclusion.

This provision is inapplicable to any **claim** or **circumstance** against the **named insured** arising from acts, errors or omissions known to any present or former principal, partner, director or officer of the **named insured**.

With respect to this provision, the **insurance company** obligation to pay in such event shall only be in excess of the full extent of any recoverable assets of any **insured** to whom the Criminal, Dishonest, Intentional, Fraudulent and Malicious Acts and Omissions Exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

Mergers and Acquisitions

(a) If during the policy period, the named insured acquires another entity for whom more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the named insured, then no insured shall have coverage under this Policy for any claim that arises out of any act, error or omission,

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