

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
TOTUM CORP  
FOR  
ON-CALL CONSTRUCTION MANAGEMENT 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 TOTUM CORP., a hereinafter referred to as "CONSULTANT."

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

2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

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 One Million Five Hundred Thousand Dollars (\$1,500,000.00).

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

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

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.

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

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

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

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

of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

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

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

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

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

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY.

CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. 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.

15. CITY EMPLOYEES AND OFFICIALS

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:

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

TO CONSULTANT:

TOTUM CORP.  
ATTN: Danny Kaye  
15130 Ventura Blvd, Unit A  
Sherman Oaks, CA 91403

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. 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

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. IMMIGRATION

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. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City 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,  
TOTUM CORP.

By: \_\_\_\_\_

DANIEL KAYE

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: \_\_\_\_\_

GIULIO ZANOTA

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary – Treasurer

CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of  
California

\_\_\_\_\_  
City Manager

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

P. L. Dan  
\_\_\_\_\_  
City Attorney

Date 10/21/2015

RECEIVE AND FILE:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

Image: Rogers Senior Center – Managed by Totum

## EXHIBIT A



Qualifications for:

# On Call Construction Management, Materials Testing and Inspection Services

Presented to:

## City of Huntington Beach



Submitted by: **totum**  
June 12, 2025



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Totum Resumes



**CITY OF HUNTINGTON BEACH  
ON CALL CONSTRUCTION MANAGEMENT, MATERIALS TESTING  
and INSPECTION SERVICES**



**15130 Ventura Blvd.  
Suite 327  
Sherman Oaks  
CA 91403,  
818 986 9870  
p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

Giulio Zavolta, LEED AP  
310 291 4074 m

[www.totumconsulting.com](http://www.totumconsulting.com)

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

6/12/25

City of Huntington Beach  
Public Works Department  
2000 Main Street  
Huntington Beach, CA 92648

Dear Sir/Madam:

**RE: Request For Proposal for On-Call Construction Management, Materials  
Testing and Inspection Services**

We are delighted to submit our qualifications to provide On Call Construction Management Services for your upcoming facility capital improvement projects for the next 3 years. Our address and contact information are on the left-hand margin of this page. The primary contact person is Danny Kaye (CCM, PMP) who has the power to bind Totum contractually and is the signer of this letter. Our Sherman Oaks location will be responsible for the project deliverables for the projects. Totum was established in 2005 as a small business enterprise to provide design and construction management services to our clients and currently have ongoing work at the City of Irvine, Carson, Asuza and Santa Monica. We have just finished a 4-year phased project with the City of Placentia. We are an S corporation with an SBE/VSBE certification.

We are fortunate to be on the prior on-call list for Huntington Beach, having completed the very fast track city of Huntington Beach Navigation Center, Skate Park, Pump Station, Edison Sr Center, the Rogers senior center (17<sup>th</sup> street park) and the hardscape portion of the Bluff improvements. All were successful. Points of reference for these projects would be Chau Vu, Tom Herbal and David Feit. For the Navigation Center, we actually provided a hybrid approach with Totum providing design and construction management services and an alternate procurement path for multiple contractors.

Totum staff have successfully managed many small city and other public and private sector facility projects like yours over the last 20+ years, including new and renovated community centers, libraries, police and fire station seismic retrofits and ADA upgrades, roof replacements, facility assessments and parks etc. We have managed numerous projects in the past 6 years for Huntington Beach as outlined above. Further our proposed staff has worked together on many occasions and has substantial experience with public sector renovations, grounds-up and "special projects.

We have reviewed the scope of services that you list as needed by the project team and believe we have the ideal background to provide these services for the proposed projects you plan to do as you outlined in the RFQ. Through our innovation we have developed custom tracking tools to help us manage all the scope needed as well as utilize Procore, Microsoft Project, etc. We plan to use a

**totum**

small, women owned firm, PWCC as our **labor compliance consultant** and Koury Engineering and Testing, Inc. for **Deputy Inspections**.

We propose Danny Kaye (PMP, CCM, FRICS, LEED AP) as the day-to-day lead preconstruction / construction manager exactly as he has done for numerous similar projects including those prior for Huntington Beach. Staff will assist depending on the project complexity. Resumes for our team are attached within. Our planned team has the experience to oversee the design, provide constructability reviews, assist with bid documents, permitting, QA / QC inspections, claims management and manage construction. Our job is to make sure that all projects are built in accordance with plans and specs.

As you have experienced, when you have Totum on your project, you can reach the actual owners of the company literally 24-7 and as active participants in our projects, we will know what's going on. We have kept our firm small to ensure we have this oversight and involvement and enable a low overhead and competitive rates. We do what it takes to get a project done. We listen carefully to what our client needs and try to under promise but over deliver to meet these needs, all the time remembering that it's our clients project and needs we must fulfill, failure is not an option. Most of our work is repeat business and word of mouth. Often, at cost with no mark up, retain other consultants from deputy inspectors through soils engineers, we are happy to provide our clients with the best team possible should the need arise.

As you review our proposal, we ask you to consider the following summary points:

- We have managed dozens of City projects over the last 20+ years as Totum and with prior firms; renovations and grounds up, from a simple new restroom on a beach, a \$25MM seismic renovation of a fully occupied police station and jail and a one-off fast track Navigation Center. We know how to work in occupied facilities and how to work with agencies with outside-the-box thinking
- Construction Management is our core business. We have managed dozens of new build, renovations and tenant improvement projects, from inception to completion, from less than \$10,000 to \$45+ million.
- Our size allows us to specialize in construction / project management and design oversight and be very cost effective with rates and our time. We have a great reputation. As such, we get bidders to the table. We have had a 100% success rate with our projects
- We are collaborators. We push for equitable solutions. We are high energy, "get-it-done" people

I should be your point of contact during this process, and I can be reached directly at 310-351-0138 or email [danny@totumconsulting.com](mailto:danny@totumconsulting.com).

We acknowledge addendum #1

Sincerely,  
Danny Kaye, CCM, PMP, FRICS, LEED AP  
Principal



# **EXHIBIT A**

## **Pre-Qualification Form**

# PRE-QUALIFICATION FORM

ON-CALL CONSTRUCTION MANAGEMENT CONSULTING SERVICES

SERVICE CATEGORY	PROPOSING? Y/N (circle)
A. Construction Management	<input checked="" type="radio"/> Yes / No

DK (Initial) Consultant is willing to execute the Agreement as drafted (See **Appendix B**).

DK (Initial) Consultant is able to provide the insurance as required (See **Appendix C**).

Firm Name: Totum Corp

Firm Address: 15130 Ventura Boulevard Unit A, Sherman Oaks, CA 91403

Signature:   
David J. Lam Date: 6/12/25

# **APPENDIX A**

## **Vendor Application Form**

## REQUEST FOR PROPOSAL

### VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Totum Corp

Contact Person for Agreement: Danny Kaye

Corporate Mailing Address: 15130 Ventura Blvd Unit A

City, State and Zip Code: Sherman Oaks, CA 91403

E-Mail Address: danny@totumconsulting.com

Phone: 310 351 0138 Fax: \_\_\_\_\_

Contact Person for Proposals: Danny Kaye

Title: President E-Mail Address: danny@totumconsulting.com

Business Telephone: 818 986 9870 Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Danny Kaye, President		310 351 0138
Giulio Zavolta, COO		310 291 4074

Federal Tax Identification Number: 20-3566029

City of Huntington Beach Business License Number: \_\_\_\_\_  
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: \_\_\_\_\_

## D. Service Category

### Firm Qualifications

#### 1. Demonstrated Capabilities

Totum is a California S Corporation, established in 2005. Our legal name is "Totum Corp" Totum is Latin for complete as our goal has always been to provide our clients with a complete service, or as much help as they need to "get the project done". Within our firm, we have certified construction managers (CCM), Project Management Professional (PMP) licensed architects and LEED accredited professionals. We handle traditional estimating and scheduling in house. Danny is also a licensed GC. If the task is too complex and we don't believe we could offer the best service ourselves, we would bring in said consultants under Totum to help our clients, such as LEED / Cx consultants, independent estimators and schedulers. All our staff are overall proficient.

Over the last 20+ years, we have managed over 250 projects, from small tenant improvements, through large, complex grounds up construction on a 9 acre highly contaminated site into a LEED gold union hall, new schools and major seismic retrofits and curtain wall replacements on high rise buildings as well as parks, historic seismic retrofits and homeless shelters. The facilities project types we have managed include all those facility types listed in your C.I.P: fire stations, libraries, city halls, police stations, community centers, parks and beaches. Even the HB Slater Pump Station re-roof project.

Our services include but are not limited to:

- Adaptive Re-Use Studies, Construction /Project Management, Constructability Review, Change Order Review, Cost Analysis / Cost Benefit Analysis Design / Design Review, Design Build, DSA Plan Check Coordination, Estimating, Entitlements / Expediting, Facility Assessment, Grant Procurement Assistance, Master schedules / budgets, Multi-prime, Permitting, Planning, Procurement, Programming, Project Scheduling, Site Due Diligence, Sustainability, Tracking

Over the last 7 years (in fact, for 20 years), we have worked with several Orange County / LA County agencies (as well as private clients) to delivery many projects in line with what you have asked. In all cases, we have retained a deputy inspection company under our wing and occasionally, a geotechnical firm and labor compliance firm.

For this RFQ, we plan:

**PWCC Solutions**, a small woman owned company, who we are proposing as our Labor Compliance Consultant is committed to helping construction professionals navigate both state and federal labor laws to stay in compliance.

Michelle Redmond specializes in developing project specific labor compliance programs to complete projects free of compliance grievances or unnecessary monetary loss.

PWCC Solutions Labor Compliance Consulting would include the following:

Analyzing topics ranging from employee classification, to overtime calculation, conduct internal investigations of compliance issues, direct periodic internal reviews or audits to ensure that compliance procedures are followed, design and implement improvements in monitoring, enforcement of compliance standards, disseminate written policies and procedures related to compliance activities, prepare management reports regarding compliance operations and progress, provide assistance external auditors, provide employee training on compliance related topics, consult with corporate attorneys as necessary to address difficult legal compliance issues, file appropriate compliance reports with regulatory agencies, report violations of compliance or regulatory standards to duly authorized enforcement agencies as appropriate or required, seek clarification on issues or dilemmas, report irregularities, develop risk management strategies.

PWCC Solutions has over 14 years' experience in public works construction labor compliance working on Federal and State projects with extensive knowledge of Project Labor and Master Labor Agreements. They have managed labor compliance programs for over 20 State and/or Federal projects totaling more than 5 million hours of on-site work. Please see list of projects below.

They have developed excellent relationships with the major unions and bargaining units such as the Associated General Contractors of California (AGC) and Southern California Contractors Association (SCCA).

**Koury Engineering and Testing.** We have utilized Koury for over 20 years. Koury Engineering provides geotechnical engineering, material testing, and inspection services for residential and commercial construction projects throughout Southern California. Koury serve as the Independent Testing Laboratory and the EOR for projects of all sizes from 60 story high-rises in Downtown LA to DSA shade structures as well as freeway lane additions to OSHPD infrastructure upgrades.

## **2. Key Personnel /Sub Consultants**

Depending on the project size we are asked to manage and its complexity, Totum would staff from part time to full time. See the resumes of 6 proposed team members. All have the skills and experience to help on small to larger projects.

Totum Team: Danny Kaye, Pat Lappin, Alejandro Pinel, Ethan Erickson, Henry Graves and Jose Alamo. See organization chart.

We'd assign a PM/CM and Inspector roles as appropriate to each project, as we have done for similar clients including prior tasks for the City of Huntington Beach. Danny and Pat have



**CITY OF HUNTINGTON BEACH  
ON CALL CONSTRUCTION MANAGEMENT SERVICES**



worked together for over 25 years. Alejandro started with Totum 7 years ago. Henry, Jose and Ethan have been with Totum for an average of 4 years. All the team have worked on multiple projects together, successfully.

Recently, Ethan completed a \$12MM historic retrofit and renovation for the City of Santa Monica along with other city projects. He is currently working on 4 projects for the City of Carson, totaling close to \$40MM. Alejandro is finishing up a 3-year phased project for the City of Placentia and working primarily on a \$20MM animal care center (IACC) for City of Irvine. Jose Alamo is also on the same project. Henry, after his 4 years at Placentia in their city fiber project, is working also with Ethan at Carson.

As referenced above we have a sub consultant for Labor Compliance: PWCC Solutions and for Deputy Inspection and Materials Testing.

We have completed multiple projects for the Cities of Long Beach, Placentia, Carson, Irvine and Azusa, Huntington Beach, Santa Monica and other agencies. Procurement processes have included typical design-bid-build as well as design build and multi prime

Currently, we are working with the City of Santa Monica on a **design-build turn-key project** for a 10,000 sq. ft. new commercial office at Santa Monica Airport. In 2028 the airport is decommissioning and shall become commercial real estate.

**D1)** We have been providing these services for over 20 years, since Totum was established.

**D2)** Our cover page elaborates more on this. Also, we selected a small women owner labor compliance firm, ***in lieu of a larger firm for the reason we hope you would select us on your team. PWCC has been in business since 2011 as labor compliance.*** Our internal staffing is outlined below with resumes at the end of the package.

**D3) Three (Minimum) Orange County / LA County Agency References**

**1) Project Name: City of Placentia Navigation Center.**

Brief Description: Remodel of an 11,000 SF industrial building to a transitional homeless shelter.

Totum PM / CM: Danny Kaye, Alejandro Pinel, Patrick Lappin

Start & Finish Date: June 2019 - April 2020.

Value: \$3,000,000

Contact: Luis Estevez, (now in Irvine) then Director of Public Works – Cell 714 504 8041. **See Reference Sheet**

**2) Project Name: City of Huntington Beach Navigation Center.**

Brief Description: Fast track site conversion of 1 acre contaminated empty lot into a homeless shelter campus with sprung structure. Totum “turned keyed” all aspects on this critical project.

Totum PM / CM: Danny Kaye, Alejandro Pinel, Pat Lappin

Start & Finish Date: June 2019 - April 2020.

Value: ~\$6,500,000

Contact: Sean Crumby (Now with Irvine) – Cell 714 206 6639. **See Reference Sheet**



**CITY OF HUNTINGTON BEACH  
ON CALL CONSTRUCTION MANAGEMENT SERVICES**



**3) Project Name: City of Huntington Beach Bluff / Bike Path Improvements**

Brief Description: Hardscape portion of the bluff remediation.

Totum PM / CM: Danny Kaye, Alejandro Pinel

Start & Finish Date: 2022-2023

Value: ~ \$3,000,0000

Contact: Tom Herbal, City of Huntington Beach Public Works – Cell 714 887 4178

**4) Project Name: Public Safety Building (inc ECOC and Gun Range)**

Brief Description: Multi phased, multi bid, new Public Safety Building

Totum PM / CM: Danny Kaye, Alejandro Pinel

Start & Finish Date: 2022-2025

Value: ~ \$15,000,0000

Contact: Luis Estevez, (now in Irvine) then Director of Public Works – Cell 714 504 8041. **See Reference Sheet**

**5) Project Name: City of Huntington Rogers Park / Veterans Park**

Brief Description: New parking lot, park area and renovated community building

Totum PM / CM: Danny Kaye, Alejandro Pinel

Start & Finish Date: 2022-2023

Value: ~ \$2,000,0000

Contact: Chris Slama (now with Irvine)



**CITY OF HUNTINGTON BEACH**

2000 MAIN STREET CALIFORNIA 92648-2702

**COMMUNITY & LIBRARY SERVICES DEPARTMENT  
(714) 536-5486**

January 5, 2023

To Whom it May Concern,

The City of Huntington Beach procured the services of Totum Corp. to provide construction management and inspections services for several capital park improvement projects recently. Our team has appreciated partnering with the Totum, and their expertise has helped complete meaningful projects to our community, while meeting, if not exceeding schedules and staying within budget.

Their professionalism, high caliber communication, and team-oriented approach has assisted in delivering highly anticipated and visible community benefit developments.

Sincerely,

Chris Slama  
Director of Community & Library Services  
City of Huntington Beach  
cslama@surfcity-hb.org  
714-536-5495

**totum**



## CITY OF HUNTINGTON BEACH ON CALL CONSTRUCTION MANAGEMENT SERVICES



### Reference Sheets.



Project Delivery & Sustainability

cityofirvine.org

1 Civic Center Plaza, Irvine, California 92623-9575

949-724-5448

July 25, 2023

Danny Kaye  
Owner - Totum Consulting  
15130 Ventura Boulevard, Suite 327  
Sherman Oaks, CA 91403

Re: Reference Letter

Dear Mr. Kaye,

This letter serves to provide a reference for Totum Consulting and Danny Kaye. Over the past 10 years I have worked with Totum (Danny Kaye and team) on a variety of projects. Through this period, I have held leadership positions with the City of Long Beach (City Engineer), Huntington Beach (Director of Public Works), and now Irvine (Director of Project Delivery).

Totum consulting has provided both Project Management and Construction Management Services on a variety of projects to all three of those agencies. Several of those projects were very urgent in nature with large challenges. In every case Totum managed these projects to successful completion. I would happily bring them on for future projects.

Please feel free to forward this reference letter and if there are questions, I can be reached at 714-206-6639 or seancrumby13@yahoo.com.

Sincerely,

Sean Crumby, PE  
Director of Project Delivery and Sustainability



Public Works Department  
Architecture Services Division  
1685 Main Street, Mail Stop 15  
Santa Monica, California 90401

Date: November 15, 2024.

To Whom it May Concern,

I am a Senior Design Manager/ Architect for the City of Santa Monica. I am the Project Manager of many Capital Improvement Projects of City owned buildings at the Santa Monica Airport and various projects throughout the City.

I had the pleasure of working with the Totum team on three projects at the Airport in 2023-2024. These projects were as:

1. Renovation to the existing building at 3200 Airport Avenue. 16,000 sq ft. \$9,000,000. Contractor Swinerton Construction. Totum managed the construction of the base scope, plus coordination with SCE for a major upgrade to the electrical service to the building and assisted in the coordination of a future tenant improvement project design and construction project.
2. Renovation of two existing buildings at 2800 Airport Avenue- 20,000 sq ft (building), and 8,100 sq ft (portable trailer) \$8,000,000 total. Contractor Olympos Painting. Totum managed the construction base scope, and added building, and design of additional improvements that were not part of the original scope of work.
3. Runway paving and light improvements at Santa Monica Airport. \$1,500,000. Totum managed two contractors on this project that were required to work simultaneously on the Airfield, coordinating with Airport Operations staff and the FAA for adherence to their requirements.

The Totum team (Danny, Patrick, and Ethan) was essential to managing the day-to-day construction management process as the Owners Representative for the City. They provided full CM services to the City, including but not limited to; running OAC meetings; tracking budgets, potential change orders and change orders; coordinating and managing miscellaneous construction services; and reviewing the contractors progress payment applications. In addition to these CM services, they also provided plan/constructability review services for other projects, and suggested design solutions when as built conditions did not support the design intent.

Totum is a small but mighty team; nimble and able to pivot to meet the evolving needs of any client and project as unforeseen conditions and scope creep issues arise.

I look forward to including Totum on my future projects.

Regards,

Senior Architect



### CITY OF HUNTINGTON BEACH

2000 MAIN STREET CALIFORNIA 92648-2702

COMMUNITY & LIBRARY SERVICES DEPARTMENT  
(714) 536-5486

January 5, 2023

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Sincerely,

Chris Slama  
Director of Community & Library Services  
City of Huntington Beach  
cslama@surfcity-hb.org  
714-536-5495



Pacific Maritime Association  
Southern California

totum



**CITY OF HUNTINGTON BEACH  
ON CALL CONSTRUCTION MANAGEMENT SERVICES**



**Mayor**  
CRAIG S. GREEN  
**Mayor Pro Tem**  
CHAD P. WANKE  
**Councilmembers:**  
RHONDA SHADER  
WARD L. SMITH  
JEREMY B. YAMAGUCHI

*The People are the City*



401 East Chapman Avenue - Piacentia, California 92879

**City Clerk:**  
PATRICK J. MELIA  
**City Treasurer:**  
KEVIN A. LARSON  
**City Administrator:**  
DAMEN R. ARRULA

October 16, 2017

Totum Consulting  
Danny Kaye, Principal  
15130 Ventura Boulevard  
Suite 327  
Sherman Oaks, CA 91403

RE: Letter of Recommendation

To Whom it May Concern:

The City of Piacentia entered into a multi-year professional services agreement with Totum Consulting for the purpose of providing program management as well as construction management and inspection services for various City Capital Improvement Projects. The City entered into this agreement based on the extensive experience Totum and its staff has in the construction management industry.

The City has recently completed two ADA renovation projects at the City's Police Station as well as a community center with Totum overseeing construction management and inspection on both projects. Totum provided the City with excellent service on both projects and ensured high-quality finished products were delivered to the City. Totum proved to be resourceful and very responsive to the City's and community's needs. We look forward to working with Totum on projects in the future.

Sincerely,

Luis Estevez  
Director of Public Works

From: Chi, Oliver [oliver.chi@surfcity-hb.org](mailto:oliver.chi@surfcity-hb.org)  
Subject: RE: HB Edison WAG 123020  
Date: December 31, 2020 at 1:39 AM  
To: Danny Kaye [danny@totumconsulting.com](mailto:danny@totumconsulting.com)

OC

Thank you Danny, for all you've done to help us get things moved ahead here in HB! Really looking forward to working with you more as we move forward in 2021!

Best,  
Oliver

Oliver Chi  
City Manager

City of Huntington Beach  
2000 Main Street  
P.O. Box 190  
Huntington Beach, CA 92648  
Office: (714) 536-5575  
Cell: (310) 663-9837

**totum**

**D4) Totum's Unique Qualities and Benefits / Understanding of Services.** The projects you indicate that you are undertaking and the tasks you have outlined in the RFQ are the type of projects with which we are very familiar, experienced and comfortable managing. You indicate

You have indicated park improvements. Totum is currently working on 2 large park projects for the city of Carson. We also spent 3 years providing supervision for the city of Placentia's Street fiber optic install project and notice you have something similar. We have worked on 5 community centers and notice you have such work called out as similar.

Totum has acted as construction managers for bid / awarded and as-needed PM / CM for numerous City facilities over the last 20 years, large and small projects. We have very recent experience working on 4 City of Huntington Beach projects including the extremely fast track Navigation Center. We know how to work with the city. We are creative and outside the box thinking.



For most projects, we have been brought in at about 25% design state. This has enabled us to help our clients with constructability, estimating and bid phase documents. We have provided all the typical Administrative and Inspection scope of PM /CM services role on all projects listed below. ***The list of tasks you outline in the Scope of Services fall nicely into the typical tasks that Totum provide.***

We have provided very similar services to those needed per your RFQ on the following *small sampling* of Agencies / Projects specifically over the last 7 years:

- City of Placentia: 2019 to current
- City of Irvine: 2023- to current
- City of Azusa: Library, Sr Center 2018 to current
- City of Huntington Beach: 2020-2022
- City of Santa Monica: 2024 to current

#### **D5) Procurement.**

Totum have worked on traditional design-bid-build, design build, design assist, multi prime and other "hybrid" get it done type methods, with public and private agencies. We used a very innovative approach for the HB Navigation Center. Totum provided design and CM services. We bid some work out to key trades, we "**design-built**" the prefab interiors and site utilities, sprung structure HVAC by working with contractors and other "interesting" hybrid approaches. We are currently working with the City of Santa Monica for a fast track **design-build** approach on a new office building with the team that bid the first building for the airport redevelopment that was awarded on the "best qualified" contractor basis.

**Multi prime** – We have worked on several private client projects for a multi prime approach where we acted as “contractor” and bid and bought out all the trades with the actual agreements between Owner and subcontractors.

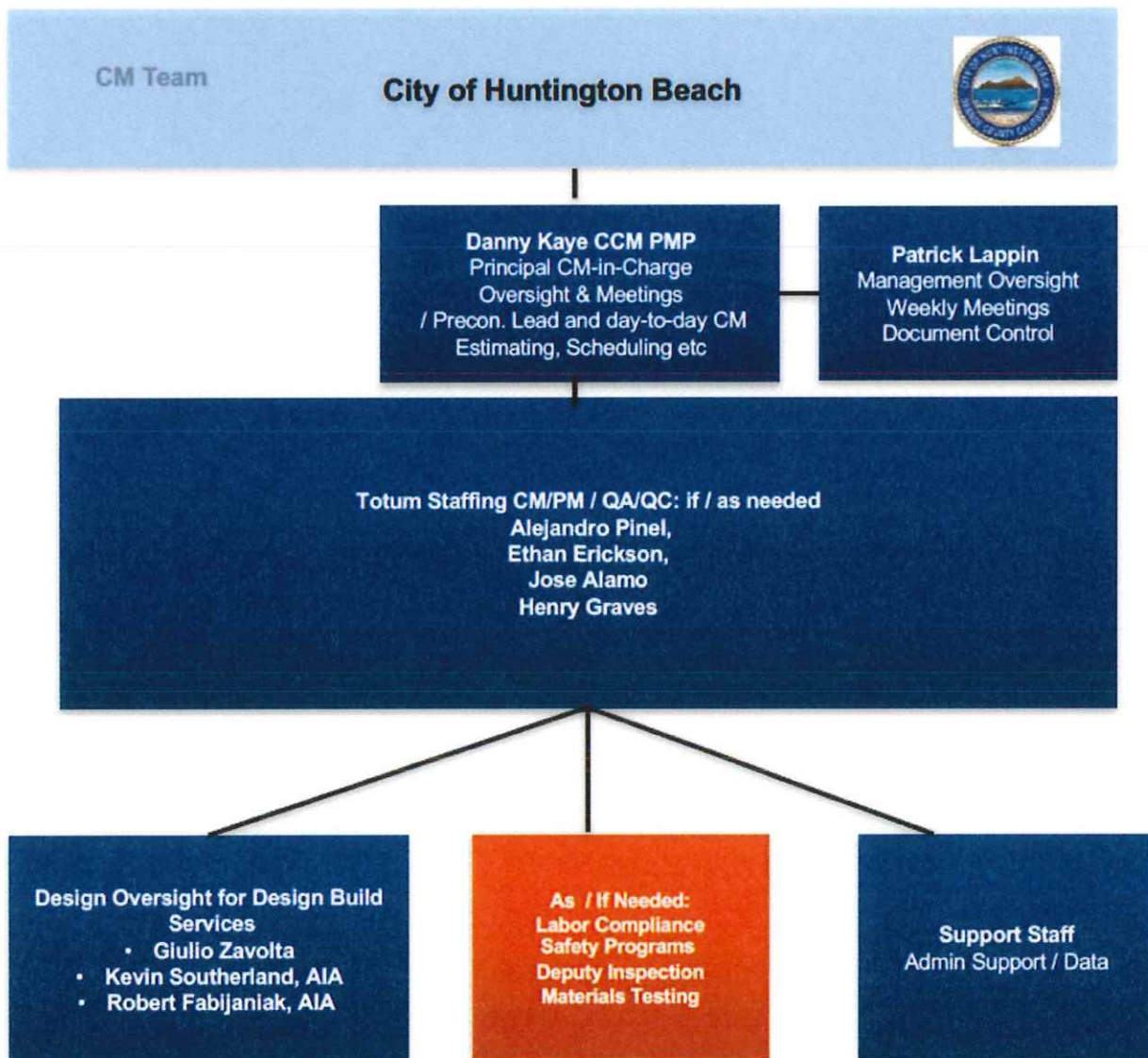
Also, we have worked on many projects with a “**GMAX**” procurement route.

Main lesson: Traditional design bid build (dbb) is cheapest. Yes, there are change orders but often still cheaper by 10%, but more confrontational and more risk. Negotiated is a faster path with cost established faster, but, they are less competitive and more expensive.

#### **D6) Resumes**

See resumes at the end of this package.

#### **Preferred Staffing / Totum Organizational Chart:**



As a small firm, we are very hands on. Our project team shall be led by Danny Kaye, as day-do-day person. A small project can be managed differently than a large project, so we would need to assess each projects needs on a case-by-case basis.

We do not include “*certified* public works inspectors” or “certified facility inspectors”. We would be better suited to help you with building projects such as new build, renovations, seismic upgrades, demolition and niche projects that have special needs as you have listed as typical work.

Danny Kaye is a proficient estimator and scheduler, utilizing current software.

If any specialized tasks were requested outside of our capabilities, we would, , request permisison from the City to sub contract.

### **Understanding and Methodology.**

Our approach to management of any project is to create a collaborative environment and treat every team member as a vested stakeholder. There are contracts, with their related terms and conditions, for most of the team and these must be complied with, but it is in everyone’s best interests to collaborate and that in turn enhances the rate of success. Our goal is to minimize the risks, increase the opportunities to maintain the budget and deliver the project with the desired quality and within the schedule. We utilize practices, tools and standards we have perfected over the last 20 years and modified in line with the Construction Management Association of America (CMAA) published standards. We ensure we get familiar with all stakeholders, agency and project specific issues. We have very recent experience working on 4 City projects including the extremely fast track Navigation Center. We know how to work with our City clients.

We understand the need to have projects completed within strict deadlines. We know the logistics and complexities involved with all aspects of a project, from concept through completion as we proved for the fast track HB Navigation Center. We are familiar with most software systems and assess their needs for each project and client requirement.

Our primary objective is to provide you a team that can professionally manage a specific project, from a part time person through several full-time team members, which we are confident we have, and to staff the project with adequate hours necessary for Totum and consultant support as needed. To start right, with budget and constructability and realistic time lines.

Our second objective is to ensure the bid documents [plans and specifications] have been checked, are thorough and structured and capture all project needs.

The third objective is to work collaboratively with the contractor (and other consultants), be open and clear with issues, including cost, schedule and logistics and to ensure all stakeholders are kept in the loop. You must know before the city manager, council and the mayor.







## Typical Daily Log (using in Carson)

We do utilize daily logs for projects we are "full time" on. Simple narratives and photos, just to keep track of progress and document inspections, weather and other issues.

**CARRIAGE CREST PARK - Carson**



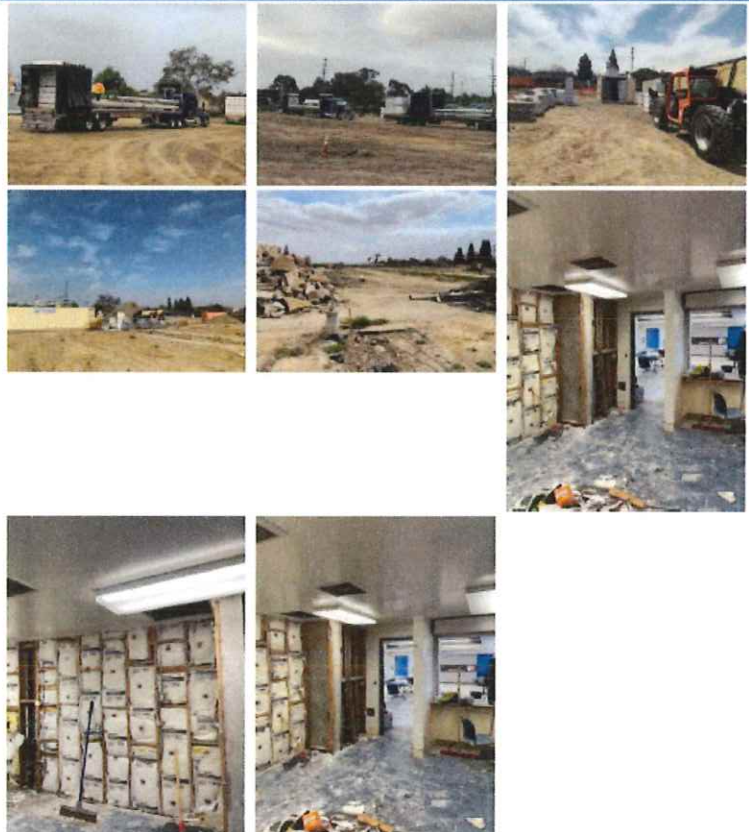
Today's date:  
4/14/25

	Report Submitter	henry@totumconsulting.com
	Start date	12/18/24
	Estimated end date	10/31/25
	State	CA
	Address	Keystone, 23800, S Figueroa St, Carson, United States, 90745
	Temperature / Weather	59 °F / Cloudy
	Pressure	1015.2
	Humidity	63



**Any Delays Caused By Weather?**

### Work performed today



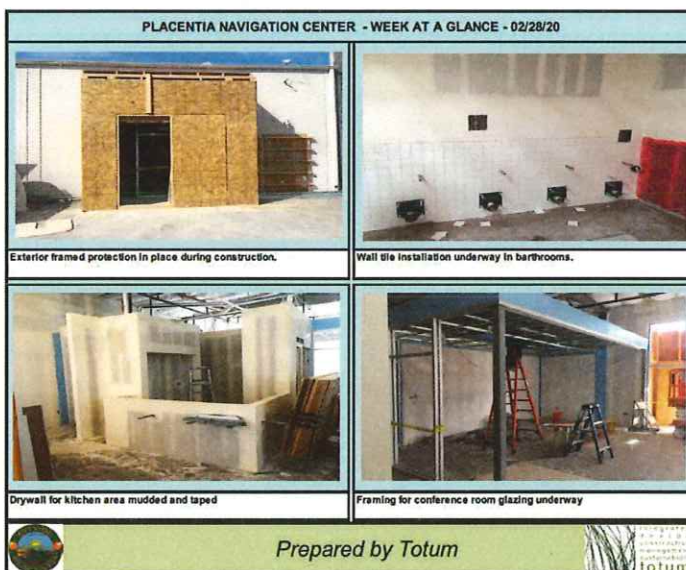
Monday morning 7 AM electrical contractor electro begins receiving muscle poles lights and equipment and two storage containers. Electro begins survey for pull locations to prepare for drilling on Tuesday. UH crew begins doing cut back for north side fence line for nursery area. Also began TI work in kitchen.

Our experienced staff will help with all issues that could arise on site with field conditions, inspectors or client changes. Our project / construction manager would update budgets and schedules and advise the selected stakeholders if and when any issues arise and how they are to be remediated or mitigated.

Totum utilises our "BLU" form (*image above*) to track and update construction budget changes. We track change orders and potential change orders to keep our clients aware of the budget and contingency status.

During construction communication would typically be through out project / construction manager. We would liaise with your assigned staff member and keep communication through the protocols and hierarchy agreed for both verbal and written communications. We shall liaise with the contractor and consultants accordingly. Any direction that requires correspondence to be tracked shall be followed with an email/letter/memorandum to file. Image page above - **sample for for tracking master budget. Typical schedule below.**

Task Name	Durations	Start	Finish	Predecessors	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1 Placentia Navigational Center	171.5 days	Tue 6/18/19	Wed 2/12/20												
2 Totum Proposal / Award (Limited)	0 days	Tue 6/18/19	Tue 6/18/19												
3 Building Assessment / Report	1.5 wks	Tue 6/18/19	Thu 6/27/19	3											
4 Operator	0 days	Fri 6/21/19	Fri 6/21/19												
5 Totum Pull Contract	0 days	Fri 6/21/19	Fri 6/21/19	6											
6 Close Draw	0 days	Thu 6/27/19	Thu 6/27/19	4											
7 Conf Call Team	0 days	Thu 6/27/19	Thu 6/27/19												
8 Meet with Operator for Program	1 wk	Thu 6/27/19	Wed 7/3/19	6,5											
9 Program adjust / Specs Plan	1 wk	Thu 7/4/19	Wed 7/10/19	9											
10 Approvals	2 days	Thu 7/11/19	Fri 7/12/19	10											
11 DD / SD Combo	3 wks	Mon 7/15/19	Fri 8/2/19	11											
12 CD's	6 wks	Mon 8/5/19	Fri 9/13/19	12											
13 Plan Check Extended OTC	2 days	Mon 8/19/19	Tue 8/17/19	13											
14 Permit Ready	0 days	Tue 8/27/19	Tue 8/27/19	14											
15 Bid to 3 Contractors	2.5 wks	Wed 8/13/19	Fri 10/4/19	15											
16 Award / Contract	2 wks	Fri 10/4/19	Fri 10/18/19	16											
17 Construction	4 months	Fri 10/18/19	Fri 2/7/20	17											
18 C of O	3 days	Fri 2/7/20	Wed 2/11/20	18											
19 Occupy	0 days	Wed 2/12/20	Wed 2/12/20	19											



## Close Out

HB NAV			
Close Out Checklist - To Retention Release			
Item	Required	Provided	
1 Ensure contract executed			
2 All change orders processed			
3 Invoice to 100% approved			
3 No liens or threats			
4 Punch list completed if applicable			
5 Sign off by City / Inspectors / Agency			
6 As Builts			
7 Guarantee / Warranty			
8 Attic Stock (materials / parts)			
9 O&M Manuals			
10 Training if needed			
11 Cx if needed			
Once complete, retention can be funded			
Vendor:			
Contact:			

Please be advised that the City has informally accepted the improvements constructed as of (Date of Informal Acceptance). This informal acceptance is limited to only:

- A release of liability from usage of the improvements by the public. This release does not include those responsibilities for accidents occurring as a result of defective workmanship.
- Termination of contract construction time.

Retention funds withheld during this project will be released 35 days after the recordation of the Notice of Completion (NOC) by the County of Orange. In order to release the retention funds the following items must be submitted for approval, to the City:

- Certificate of Compliance for Prevailing Wages (enclosed)
- Contractor's Certificate (enclosed), including unconditional lien waivers
- Title VII Certificate of Compliance (enclosed)
- One-year (100% of costs including change orders) Maintenance Bond (enclosed)
- Contractor's Recyclable Tracking Sheet (enclosed)
- Authorization from your surety to release retention funds
- Unconditional releases from the preliminary notices
- Final Certified Payrolls
- "As-Built" plans

As we head into close out, we'd ensure the punch list was provided and that all corrections were made and all as-builts, warranties, and "O&M" manuals are provided. A Totum close out checklist, combined with documents that the City specifically needs shall be compiled. All close out documents would be thoroughly reviewed before hand over. A final audit of all costs would be carried out and reconciled. We'd hand over all our documents we have accumulated and explain them to the City team so that the close out package was fully understood. **Images to left, sample close out lists.**

We have worked on projects from \$25,000 to \$45,000,000 so can accommodate any project task, size or role and would customize our approach to be suitable to your project scope and needs.

We do have a simple procedures manual that outlines many of these steps that we would share with you and modify for each project.

CLOSE OUT CHECK LIST			
Project Name	HB Navgas		
Project #			
Contractor	Laguna Construction, LLC		
Document(s)	Required	Received	Comments
1A Documents			
Certificate of Compliance for Prevailing Wages	Y		Only Documents related to the project
Contractor's Certificate	Y		
Title VII Certificate	Y		
One-year Maintenance Bond	Y		
Contractor's Recyclable Tracking Sheet	Y		
Authorization from your surety to release retention funds	Y		
Unconditional releases from the preliminary notices	Y		
Final Certified Payrolls	Y		
"As-Built" plans	Y		
1B Permit Set	Y		Full copy of the permit, identify original permit set, copy OK
Original Set	Y		
1C Updated final construction set	Y		As-Built including issued building code manual
2A As-Built drawings	Y		Of structural and mechanical added, modified, we should get an as-built manual
2B Lighting Controls - Title 24	Y		Have contractor sign independent Title 24 check report
3 General Requirements Manual	Y		Of documents to be used on site, have copies of structural and mechanical drawings them directly as time of alignment
4 As-Builts			
Architectural	Y		From all key trades. Must be stamped as AS-BUILT, can be hand-drawn or CAD
Structural	Y		
Foundation	Y		
MECHANICAL	Y		
Plumbing	Y		
Electrical	Y		
Lighting Controls	Y		
Equipment/Utilities	Y		
5 Attic Stock			
Ceiling	Y		Check specs. Part one and ask for as needed. Obtain Price of materials too. Verify where they left. Usually finish related materials
Walls	Y		
Floor	Y		
Roofing	Y		
Updated final construction set	Y		
Lighting Controls	Y		
6 O&M Manuals			
Architectural	Y		Of all operations. If already have a manual, identify O&M contents, data and providing new project location under footer, Ref: 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## CITY OF HUNTINGTON BEACH ON CALL CONSTRUCTION MANAGEMENT SERVICES



### Project Profile

**Huntington Beach Edison Center ADA / Renovation**

**Fast Track - Completed March 2021**

~11,000 sq. ft. ADA and Interior Improvements

Hard Cost: ~\$1,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Critical timeline for opening
- Traditional design-bid-build
- Bid with Qualification Requirements
- Low Bidder Rejected

Change Orders: ~8%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction for all phases.

Contractor: Horizons Construction

Architect: Pacific Rim Architects

Client: City of Huntington Beach

Special Issues: Hazmat abatement, covid climate, limited budget.



### Project Profile

**Placentia Navigation Center**

**Fast Track - Completed March/ April 2020**

~10,000 sq. ft. Interior Improvements with Partial Site Work

Hard Cost: ~\$3,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Critical timeline, driven by lawsuit.
- Emergency provisions allowed special procurement route
- Select, limited bidder list (prequalified).
- Requirement for all new utilities as existing warehouse had limited power, gas, water etc.
- CASp reviewed for compliance.
- Special seismic upgrades required prior to work commencing.
- Partial grant funded.

Change Orders: ~10%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction for all phases.

Contractor: Cannon Constructors

Architect: Totum

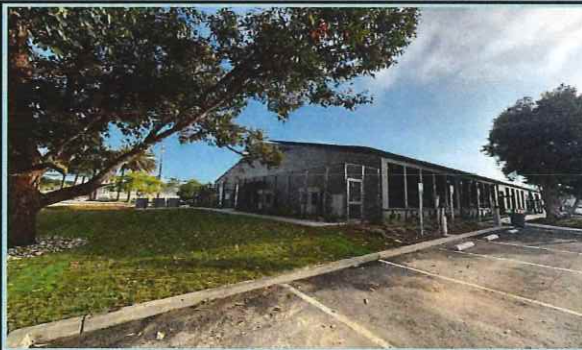
Client: City of Placentia / PATH Homeless Services

Special Issues: Critical timeline, upgraded utilities, ADA improvements to hardscape. Impacted by COVID.



Prepared by Totum

### 3200 Airport Avenue Renovation Week at a Glance (WAG) - 07/05/24



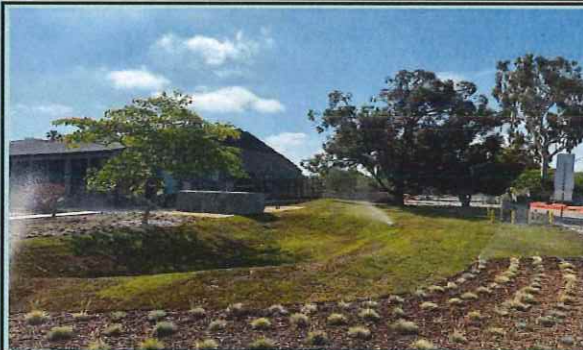
Landscape complete.



Landscape complete.



Landscape complete.



Landscape complete.

## CITY OF HUNTINGTON BEACH ON CALL CONSTRUCTION MANAGEMENT SERVICES



### Project Profile

#### Huntington Beach Navigation Center

**Fast Track: August – December 2020**

~12,000 sq. ft. New Sprung Structure with Site Work and Satellite offices. 68,000 sq. ft. of total site improvements

Hard Cost: ~\$6,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Totum acted as Multi Prime CM
- Critical timeline, driven by lawsuit.
- County handed Project over to City to manage.
- Emergency provisions allowed special procurement route
- Select, limited bidder list for each trade
- Requirement for all new utilities as dirt site had old home, limited power, gas, water etc.
- CASP reviewed for compliance.
- Partial federal grant funded.
- Contaminated soils.

Change Orders: TBD

Totum Role: PM / Construction Managers from final design through construction for all phases.

Contractor: TBD

Architect: N/A

Client: City of Huntington Beach / MERCY House

Special Issues: Critical timeline, all new utilities, ADA compliance, 12,000 sq. ft. sprung structure, Impacted by COVID. 56,000 sq. ft. of full site improvements, contaminated soils.



### Project Profile

#### Huntington Beach Edison "Skate Spot"

**Fast Track – Completed Summer 2021**

~4,000 sq. ft. Skate Spot

Hard Cost: ~\$100,000

- Totum provided Preconstruction and Construction Phase Services.
- Sensitive timeline for opening
- Customized procurement path, multi phased.
- Required demolition of old, unsafe picnic shelters and utility cap.

Change Orders: ~1%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from limited design through construction for all phases.

Contractor: Golden State Concrete, City Paving

Architect: New Line Skate Parks, RJM Design Group

Client: City of Huntington Beach

Special Issues: Very limited budget for a temporary skate park, scope creep, covid climate, extremely limited budget, addressing the needs of a smooth finish surface dealing with a poor substrate, keeping kids away during cure time



### City of Huntington Beach - Bluff Top - WEEK AT A GLANCE - 8/12/22



Gravel delivery to job site



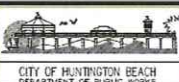
Filling up bio filtration unit with gravel



Ongoing work on flow sensor and fertigation tank near 9th Street



Ribbon cutting for bike path improvements



Prepared by Totum



GREEN GIANT LANDSCAPE INC.





### Project Profile

**Park and Community Center**      **2021-2022**  
**Huntington Beach, CA**  
2,625 sq. ft. single story major renovation, parking lot and park.  
Hard Cost: ~\$2.5MM. Includes renovation, park and parking lot

- Public Client
- Competitive Bid
- High Profile

Change Orders: ~5% of which ~2% was added scope.  
Totum Role: Construction Management, overseeing project from award through completion.  
Contractor: Legion Builders  
Architect: RJM  
Client: City of Huntington Beach  
Special Issues: Dealing with community, long lead times caused by covid. Fire department use of the demolished community center for training.



### Project Profile

**City of Long Beach El Dorado Nature Reserve – Replacement Pedestrian Bridge, Signage and Amphitheater.**

**2016-2017**

**Parks and Recreation**

Hard Cost: ~\$750,000

- Competitive Bidding / Public Works
- Totum provided Construction Management
- Totum provided preconstruction and construction phase assistance
- Deadline for work scope due to seasonable nesting requirements for wildlife.

Change Orders: ~10%, For Owner Requests and Site Conditions.

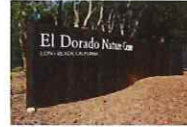
Totum Role: PM / Construction Managers from design through construction

Contractor: Bitech Construction Company

Architect: AHBE

Client: City of Long Beach / Public Works / Parks and Recs

Special Issues: Pre-order of Bridge Shop Drawings prior to Bid Process, Totum 2<sup>nd</sup> project at this location within 5 years. Grant funding from Regional Mountain Conservancy



### City of Huntington Beach - Rodgers Senior Center - WEEK AT A GLANCE - 9/2/22



Trees being installed



Rototilling underway



Booster pump installation underway



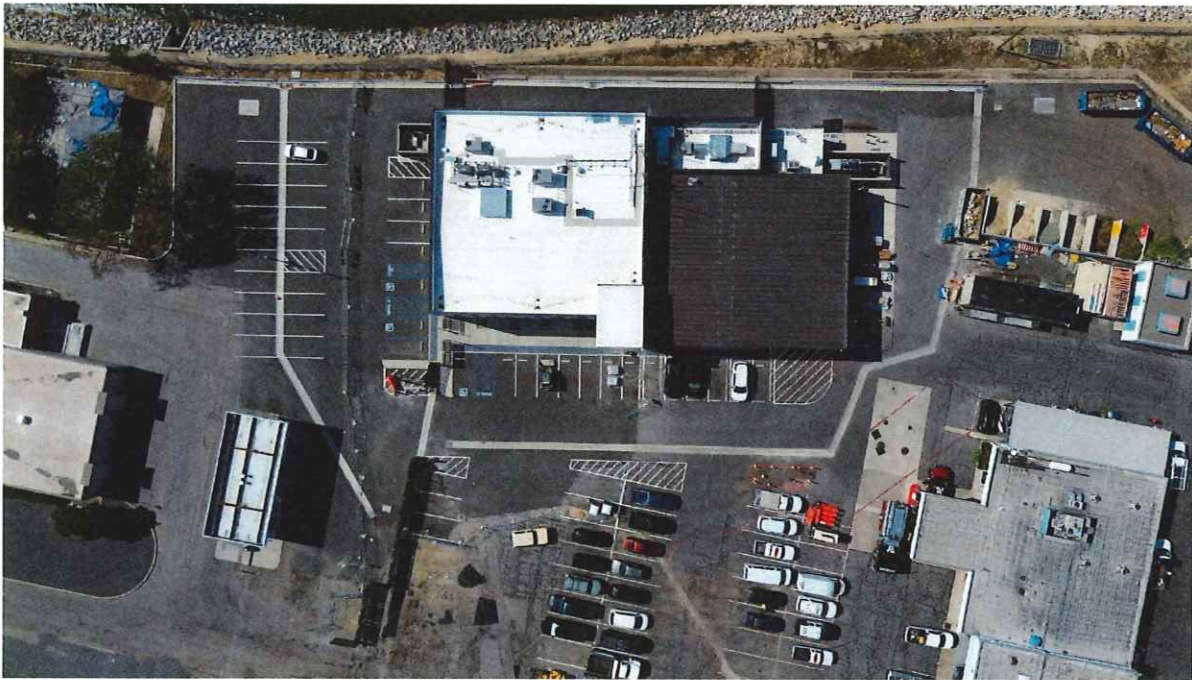
Aerial shot of project site progress



*Prepared by Totum*



**Placentia Public Safety Building Campus 2022 - 2025**





Danny Kaye, CCM, FRICS, PMP  
LEED AP

President / Principal Sr. CM  
310 351 0138  
danny@totumconsulting.com



## Danny Kaye – 2024 Brief Resume

Danny Kaye, principal, has over 30 years of experience initially as a contractor and then as a senior construction project manager, estimator, and scheduler, working with commercial, institutional, office and retail projects for shell and core, interior/exterior infrastructure, and tenant improvements.

Representative Key Projects include *but are not limited to*:

- **City of Santa Monica 2023-2024:** \$10MM Renovation of existing historically significant office building at Santa Monica Airport – Construction Manager
- **City of Carson 2024-2025:** \$30MM+ Renovation for a new park facility - Foisia Park and Carriage Crest - Construction Manager.
- **City of Huntington Beach 2024-2025:** \$5MM phased renovation of city hall restrooms and community center operable partitions - Construction Manager.
- **City of Azusa 2023-2025:** \$5MM Renovation of city senior center - Construction Manager.
- **Supernal (subsidiary of Hyundai / Kia 2022 - 2024:** \$25MM Creation of off-the-grid testing facility at Mojave and renovation of offices at Mojave airport
- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park - Construction Manager.
- **City of Huntington Beach 2020** (on call agreement) Sr CM for a fast-track ocean bluff bike and walking path, \$1.8MM to complete summer 2022; Rodgers senior center renovation and new public park, \$2.3MM, due to complete 2022.
- **City of Huntington Beach 2020-2021:** \$8MM Fast track grounds up of new homeless navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **City of Placentia – 2019-2021+:** Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction services for new police station evidence storage building and gun range due to bid in late 2021/early 2022
- **Port of Long Beach –** Danny has worked on multiple Port of Long Beach projects including a 200,000 sq. ft high rise renovation at Long Beach Airport Plaza.
- **City of Long Beach – 2003-2019** Construction Project Manager for the CMAA award winning \$25MM abatement / seismic renovation / re-skin and tenant improvements, while partially occupied, of the phased 175,000 sq. ft. 6 story (plus 2 basement levels) of the Public Safety Building\* and Fire Station #1\*, and over 50 various City facility upgrades and improvements (Parks and Recs, Fire Department, Library), McBride Teen Center, a new ~\$3.6M 5,000 sq. ft. teen center, MacArthur Park Branch Library, a new \$8.5M library, LEED certified Silver, FEMA studies and seismic evaluation of and planning of a new \$200M+ replacement high rise City Hall, City wide facility assessments for over 130 City locations, Main Library Roof seismic analysis, Parks and Recs with the successful Ocean Boulevard Bluff Restoration and Belmont Olympic Pool two phased investigation and repairs as well as overseeing the Queen Mary life safety project. Recent projects include the turnkey El Dorado Bridge Replacement, Craftsman Park and the LEED Gold Orizaba Community Center. Oversight of the EDPD police sub station of Schroeder Hall Army Barracks, the fast-track demolition of the old County Courthouse, EDNC Bridge replacement (2012 and 2016)

**Education / Qualifications:**

University of Central England - 1993, Bachelor of Science (B.Sc. Honors) Upper Second -Construction Management (Quantity Surveying)

- LEED Accredited Professional (LEED AP)
- Fellow of the Royal Institute of Chartered Surveyors (FRICS)
- Licensed General Contractor CSLB "B" License
- Certified Construction Manager, (CCM) Construction Managers Association of America
- Project Management Professional (PMP) - Member of the Project Management Institute (PMI)
- CMAA 2005 award for management of \$10-\$50M public works project
- APWA 2020 Award for Homeless Shelter, City of Placentia
- APWA 2021 Award for Homeless Shelter, City of Huntington Beach
- CMAA 2022 Award for Homeless Shelter, City of Huntington Beach

## Patrick Lappin, Project Director



### Education / Qualifications:

Queen's University, N.I -  
Bachelor of Science, Civil  
Engineering

- Institution of Civil Engineers (UK), Member
- Certified Construction Manager (CCM),

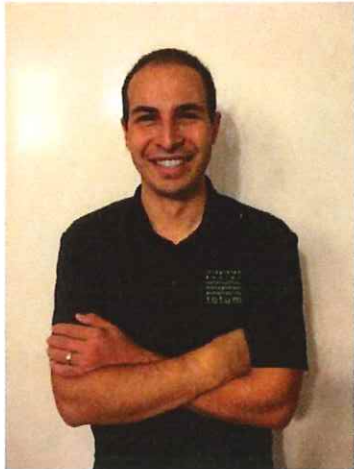
Patrick Lappin brings over 40 years of construction, design and development experience to clients covering the entire spectrum of project, program, and construction management from initial conceptualization and entitlement through design, engineering, and construction. He brings extensive local knowledge having worked the last 36 years in the greater Los Angeles area. Pat's experience includes working as a contractor, engineer, and owner's representative. His management skills cover multiple project delivery methods. He has been responsible for a great variety of projects, including building core and shell, tenant interiors and civil engineering construction.

Pat currently serves in an operations type role managing staff on a variety of projects including community clinics, hospitality and municipal facilities. He earlier served as the program manager for the Beverly Hills USD schools modernization bond program and prior to that, the program executive for the Santa Monica-Malibu USD modernization bond program, the Placentia-Yorba Linda USD bond program, the Orange USD modernization program, the City of Long Beach Public Safety Building upgrades and the Port of Long Beach's new maintenance facilities.

### Representative Key Projects Include:

- **City of Carson 2024-2025:** \$30MM+ Renovation for two new park facilities - Foisia Park and Carriage Crest
- **City Santa Monica 2024:** \$9MM remodel of an existing 15,000SF facility into office/retail space.
- **THE Lennox 2023:** \$3MM renovation of a community clinic
- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park.
- **City of Huntington Beach 2020-2021:** Fast track grounds up of new Navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **City of Placentia – 2019-2021+:** Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction services for new police station evidence storage building and gun range due to bid in late 2021/early 2022
- **Beverly Hills Unified School District, CA-** Program Manager- Program and Construction Management Services. \$334M modernization and new facilities bond program.
- **Placentia-Yorba Linda Unified School District, CA –** Program Executive- Preconstruction, New Construction, and Modernization Program. \$350M, 10-year program included a new high school, middle school, elementary schools and numerous modernization projects.
- **Santa Monica-Malibu Unified School District, CA –** Program Executive/Program Manager - Program and Construction Management Services. \$300M modernization and new facilities bond program.
- **University of California Riverside, CA –** Project Executive - Construction Management Services. Material Science and Engineering Building, \$80M, 129,000 SF research and instructional laboratory facility.

- **Orange Unified School District, CA** - Program Executive – Program and Construction Management Services, Modernization Program. \$90M elementary schools modernization program.
- **Chaffey Community College, Rancho Cucamonga, CA** – Program Manager - Program and Construction Management. Program involved a nine-year \$300M design and construction management program. Led this project from an initial facility condition assessment through passage of a local bond and implementation.
- **Public Safety Building and Fire Station #1, City Long Beach, CA** – Project Executive - Construction Management for the Seismic Retrofit and Tenant Improvements: \$30M, 165,000 SF total seismic retrofit of existing building while maintaining the existing jail facility.
- **Port of Long Beach, CA** – Senior PM - Construction Management, Services. Projects included the \$15M, 25,000 SF, 3-story security and communications center and the \$200+m Head Quarters (project postponed after design) and maintenance facility project designed to be LEED™ Gold certified
- **University of California, Los Angeles, CA** - Senior PM – Construction Management Services for a variety of individual tenant improvements and infrastructure improvements for a 19 story building.
- **County of Los Angeles, Department of Public Works, CA** – Senior PM - Project management services in a staff augmentation role for construction of countywide building program.
- **Los Angeles County, Department of Parks and Recreation and Los Angeles Philharmonic Association, CA** – Senior PM - Projects involved entitlements, design, and phased master-planned renovation of the Hollywood Bowl, a 17,000-seat outdoor auditorium, part of which was implemented as design-build.
- **Walt Disney Concert Hall, CA** – Project Manager - Los Angeles County Internal Services Department. Project involved entitlements, design, and construction of the 2,300-seat Walt Disney Concert Hall and 2,500-car, six-level subterranean garage.
- **The Getty Museum, CA** - Senior PM - Project involved design and construction of a multi-building fine arts campus, totaling 1 million GSF. The 250,000 SF art museum was the crown jewel of the complex.
- **AF Gilmore Company, Farmer's Market, CA** – Senior PM - Provided project management services for this 32-acre, mixed-use development.
- **Abu Dhabi, U.A.E** – Area Manager/Project Director In charge of local area office of a U.K based general contractor. Responsible for the company operations during the completion of lump sum construction contracts for roads, bridges and a major urban storm drainage project. Also responsible for pricing and obtaining new work.
- **Baghdad, Iraq** - Contracts Manager/Senior Project Manager responsible for a lump sum contract consisting of the construction of bridges and ancillary roads and the construction of two large turnkey industrial buildings.
- **Karachi, Pakistan** - Area Representative/Project Manager responsible for all aspects of company operations for two major sub contracts on a new Port facility.



#### Education / Qualifications:

California State Polytechnic University, Pomona -  
Construction Engineering Technology  
Fluent written/spoken Spanish  
AutoCAD proficient.

## Alejandro Pinel, Construction Manager

Alejandro Pinel has worked on construction projects for the past 14 years. His work experience includes internships with electricians, framers, and development companies as well as computer drafting for a permit expediting firm. Before Totum, Alejandro spent 4 years as a project manager for UCLA Asset Management which provided him with valuable fast track tenant improvement and renovation skills which he brings to each project. Alejandro came to Totum in 2018.

Alejandro currently serves as construction manager for several projects. His responsibilities range from bidding, preparing construction documents to reviewing plans, drafting contracts and scheduling contractors. Alejandro also performs specialty tasks on an as-needed basis whenever required by specific projects.

In general, Alejandro works with Principal Danny Kaye and Patrick Lappin to supplement and coordinate tasks.

Representative Project Experience Includes:

#### Construction Manager - Totum Consulting, Sherman Oaks, CA

- **Irvine Animal Care Center: 2024 – 2026** – \$18MM phased renovation and new build for the City of Irvine Animal Care Center - Construction Manager
- **Placentia Public Safety Building: 2023 – 2025** – This was a multiple phased complex project including sitework, separate pad for a butler building and a grounds up new ECOC / communication center with gun range for the City. ~\$18MM total costs.
- **Supernal Flight Test Center: 2022 – 2024** – Fast Track \$10MM site set up and multiple new structures / renovation. (A Hyundai / Kia company) - Construction Manager
- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park - Construction Manager.
- **City of Huntington Beach 2020-2021:** Fast track grounds up of new Navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Manager.
- **City of Placentia – 2019-2021:** Fast track, APWA award winning conversion of warehouse into homeless shelter; plus ADA upgrades to police station and community center.
- **AF Gilmore Company, Farmer's Market, Los Angeles, CA** – Construction Manager on the multi prime delivery of a new \$2.5MM new building to the Original Farmers Market.
- **PMA Union Hall, CA** – coordinated the fast-track improvements to this existing Union Dispatch Hall.

- **Occidental College, CA** – assisting on a variety of tenant improvement projects varying in value from \$100K to \$9MM.
- **St Johns Wellchild Avalon Clinic** – CM for the renovation of a \$2.5MM clinic renovation.



## Ethan Erickson, Project Engineer

Ethan Erickson has worked within the construction and real estate development field for the past 3 years with residential and commercial firms across Southern California. Before joining Totum, Ethan worked in real estate brokerage and as an interior design and build consultant for 3 years specializing in single family development, design, analysis/underwriting, feasibility and permitting. Ethan's wide array of experience throughout the industry allows him to engage with and support our clients throughout the construction process. Ethan joined Totum in early 2023.

Ethan currently serves as an assistant project manager for several projects. His responsibilities range from site visits, documentation, bidding, preparing construction documents to reviewing plans and schedules, drafting contracts, and scheduling contractors and trades. Pay application and submittal review. Ethan also performs specialty tasks on an as-needed basis whenever required by specific projects.

In general, Ethan works underneath the Principal Danny Kaye and Patrick Lappin to supplement and coordinate tasks.

Representative Project Experience Includes:

### Project Engineer (With Totum)

- **City of Santa Monica 2023-2024:** \$10MM Renovation of existing historically significant office building at 3200 Airport Ave, Santa Monica Airport – Assistant Construction Manager
- **Park Plaza Seismic Renovation 2024-2025:** \$15MM phased seismic renovation of an 88-unit condominium on Ocean Ave, Santa Monica. – Assistant Construction Manager
- **City of Carson 2024-2025:** \$30MM+ Renovation for two new park facilities - Foisia Park and Carriage Crest – Assistant Construction Manager.
- **St Johns Community Health, San Bernardino, CA – 2023-24:** Fast track \$2MM renovation of a medical office building, to OSHPD 3 standards.
- **West Valley Food Pantry, Woodland Hills, CA – 2024-25:** Currently working on the construction of a new \$4MM food pantry. Assistant Construction Manager.
- **City of Santa Monica, CA – 2024:** Assisting on an \$5MM renovation of a 2800 Airport Ave at the Santa Monica airport.
- **Medical TI – West Hollywood – 2023 –** Assisting on a \$650,000 medical office TI for a plastic surgery center.
- **Retail Located Medical TI, San Jacinto – 2023 –** Assisting on a \$300,000 medical / dental renovation in an existing dental clinic in a large retail campus.

### Education / Qualifications:

University of California,  
Berkeley  
Bachelor of Arts

### Real Estate Construction and Development:

Asset Management and Brokerage /  
Underwriting / Feasibility / Bidding /  
Contracting

### CAD/Design:

Sketchup / Adobe Illustrator  
10 Hour OSHA Certification



## Jose Alamo, Project Engineer

Jose Alamo has worked within the construction and real estate development field for the past 4+ years with residential firms across Southern California and now Totum. Jose worked as an assistant project manager for 1 ½ years specializing in single family development, design, feasibility and permitting. The prior 2 ½ years (and prior summer work), Jose was more hands on in commercial projects in support of the superintendent and working on framing, minor electrical/plumbing, and installing door/windows. Jose's wide array of experience throughout the industry allows him to engage with and support our clients throughout the construction process.

Jose currently serves as a Project Engineer / APM for Totum. His responsibilities range from site visits & documentation, bidding, preparing construction documents to reviewing plans and schedules, drafting contracts, and scheduling contractors and trades, review of RFI's and change orders, pay applications and submittal review. Jose also performs specialty tasks on an as-needed basis whenever required by specific projects.

Jose supports principal Danny Kaye as well as other Totum PM / CMs to supplement and coordinate tasks.

### Education / Qualifications:

California State University,  
Long Beach  
2011-2013

Bachelor of Science in  
Business Administration

### Representative Project Experience Includes:

- **Irvine Animal Care Center, CA – 2024-2026:** Field Engineer / Assistant PM for the 2 year, \$16MM 3 phase renovation and new buildings for City of Irvine Animal Care Center.
- **Supernal – CA – 2024.** Totum self-performed minor construction for the off-the-grid campus in Mojave, for Supernal (subsidiary of Hyundai / Kia)

### Assistant Project Manager /APM / (with Companies John P Ingram & Associates and Keefer Construction Unlimited.) 2006-2023

- **Venice Residential Three-Story Remodel, CA – 2023/24:** Assisted PM for the fast track of the renovation of a three-story Venice home. Project Complete
- **Brentwood residential remodel, CA – 2024:** Assistant PM for the renovation of a 2-story home with a budget of \$500K. Project Complete
- **City of Santa Monica, CA – 2023:** Assisting on a \$150K revamp for an ADU office space. Project complete.
- **West Covina, CA – 2023** Oversight in finalizing a JR ADU project of \$300K.
- **Malibu, CA – 2020-22** Assisted Superintendent from beginning to end on renovating multiple residential properties. Worked on installing electrical wire, framing, and minor plumbing at job site.



## Henry Graves

Henry started with Totum in 2021 for field QA / QC / Inspections. He has Over 35 years of strong proficient work history with inspections for roadway, traffic signal & Streetlight infrastructure & construction. In-depth knowledge of county and state regulations as well as utility providers. A proven history of getting the job done right and efficiently. Team-oriented with the integrity and dedication needed to build a successful and respected organization. Hardworking and reliable with a strong ability to communicate and motivate field personnel to produce the best product possible. Work with project teams and customers. Offering a proactive and punctual team-oriented mentality. Strong knowledge of Construction JHA, CAL OSHA, CAMUTCD, CAL TRANS and SCE permits.  
Motto - (Measure twice cut once!)

Henry Graves  
Field QA / QC



- **City of Placentia 2021-2024:** \$37MM of fiber upgrades for citywide internet. Renovation of city senior center – QA / QC Inspector / Construction Manager.
- **City of Carson 2024-2025:** \$25MM Carriage Crest Park – Inspector / QA / QC / Construction Manager.
- **City of Carson 2024-2025:** \$15MM Foisia Park – Inspector / QA / QC / Construction Manager.

Select Electric Inc  
Labor Coordinator  
Cerritos CA

Siemens Mobility Inc  
Construction Field Supervisor  
Anaheim, CA

As a Maintenance/Emergency-Traffic Signal/Streetlighting Company, (No day or job was ever the same). Performed site evaluations, assess damage to existing systems, write up scope of work to repair/restore what was damaged, (conduits, foundations poles, rewire). Scheduled construction crews and worked with necessary Subcontractors and City Engineers/Inspectors to get utilities back up and running in a timely manner. Developing functional solutions to difficult problems. Improved operations by working with team members and customers to find workable solutions in emergency situations. Worked closely with team members to deliver project requirements, develop solutions and meet deadlines. Provided excellent service and attention to customers when face-to-face or through phone conversations. Handled all delegated tasks, including Meeting with customers to assist in engineer budgets, scope of work, scheduling.

Republic ITS  
Construction Superintendent  
Anaheim, CA

Signal Maintenance Inc /  
Construction Superintendent  
Anaheim, CA

Motivated and supported field workers completing work to increase work quality and efficiency.

Maintained project compliance by reviewing contractor scope, materials and pricing take-offs to achieve competitive bidding

Coordinated schedules and day-to-day activities of crew to satisfy project needs.

Collaborated with field engineering and construction to prepare scopes of work for inclusion into bid packages.

Estimated materials and labor requirements to complete jobs within budgetary and timeline requirements.

Kept track of all inventory, including supplies and materials to prevent losses.

## **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. Travel. Charges for time during travel are not reimbursable**

#### **C. Billing**

1. All billing shall be done monthly 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

### CITY OF HUNTINGTON BEACH ON CALL CONSTRUCTION MANAGEMENT, MATERIALS TESTING and INSPECTION SERVICES



#### Totum Rates 2025

15130 Ventura Blvd.  
Unit A  
Sherman Oaks  
CA 91403,  
818 986 9870 p/f

Totum bills on an hourly basis and only bill our **actual** time spent, not "fixed" hours per week.

We do not bill for "over time", travel time, mileage, phones, copies etc. Reimbursables are billed as a direct cost.

#### Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

Giulio Zavolta, LEED AP  
310 291 4074 m

After discussions with the City we would set up a mutually agreeable NTE (Not to Exceed) fee for each project based on the rates below based on the required scope of services.

Staff Position	Effective Hourly Rate
Principal / Sr. CM / Sr.PM	\$220.00
Sr. CM / Sr. PM	\$210.00
CM / PM	\$175.00
Inspector/QA/QC	\$165.00
Assistant PM	\$140.00
Sr. Project Engineer	\$135.00
Project Engineer	\$125.00
Office Clerical / Admin	\$70.00

[www.totumconsulting.com](http://www.totumconsulting.com)

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)

**Sub Consultants** 7.5% Markup.  
(if required via Totum)

Labor Compliance -PWCC Solutions –  
Labor Compliance Consultant \$250.00

Koury Engineering – Deputy Inspection – see attached

Totum rates increase each year January 1 at 3% to cover the cost of living. We shall hold these rates / escalation for 4 years.



## PROJECT FEE SCHEDULE

	<u>Local Code</u>	<u>National Standard</u>	<u>Standard Rate/Hour</u>	<u>Discounted Rate/Hour</u>
<b>* FIELD INSPECTION SERVICES</b>				
Steel Visual Welding/Bolting			\$141.00	\$115.00
Nondestructive - UT, MT, PT			\$181.00	\$155.00
Concrete ACI Sampling			\$141.00	
Batch Plant Inspection			\$141.00	
Concrete/Shotcrete ICC (Rebar/Placement)			\$141.00	\$112.00
Concrete PT			\$141.00	
Drilled in Anchors/Bolts/Dowels Observation			\$141.00	\$112.00
Masonry			\$141.00	\$112.00
Fireproofing (Thickness/Density)			\$141.00	
Firestopping/Fire-safing			\$141.00	
LA Grading/Asphalt Inspector w/Nuclear Gauge and/or Sand Cone (Portal - Portal Basis)			\$161.00	\$115.00
Roofing & Weatherproofing/Waterproofing			\$161.00	
Structural Wood Framing			\$161.00	\$112.00
Fiber Reinforced Concrete (FRP)			\$141.00	
Lead/Multi-Disciplined Inspector			\$161.00	
Building Inspection Services (Mechanical/Electrical/Plumbing)			\$141.00	
ASNT Level III			\$141.00	
Laboratory Technician/Sample Runner			\$141.00	
<b>**PROFESSIONAL SERVICES</b>				
Principal Engineer (Civil/Geotechnical/Structural)			\$348.00	\$225.00
Geotechnical Engineer			\$316.00	
Project Engineer			\$316.00	\$165.00
Project Geologist			\$241.00	
Project Manager			\$241.00	\$100.00
Staff Engineer			\$241.00	
Field Supervisor			\$214.00	\$90.00
<b>SPECIAL SERVICES</b>				
*** Off-Site Structural Steel or Precast Fabrication (Local)			\$181.00	
*** Off-Site Structural Steel NDE (Local)			\$181.00	
*** Off-Site Reinforcing Steel/ Block Fabrication (Local)			\$181.00	
* Epoxy Bolt/Anchor Proof Load/Pull Testing			\$290.00	\$195.00
* Coring, 1 Person (including equipment)			\$348.00	
* Coring, 2 Persons (including equipment)			\$455.00	
Skidmore-Wilhelm Equipment Fee Per Hour			\$150.00	
Nuclear Gauge (Safety & Security Fee)			\$75.00	
Rebound Hammer, Schmidt Hammer, Windsor Probe - Equipment Fee Per Hour			\$275.00	
Floor Flatness Testing FF/FL - (Equipment Fee \$100/Hour)			\$316.00	
Floor Flatness Testing FF/FL - Report Fee			\$250.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$100/Kit		ASTM F1869	\$161.00	
Relative Humidity Testing - (\$100/kit)		ASTM F2170	\$161.00	
GPR (Ground Penetrating Radar) - Equipment Fee \$175/Hour			\$375.00	
Concrete Crack Gauge Monitoring			\$375.00	
Building Envelope - Air Leakage Rate by Fan Pressure		ASTM E779	\$850.00	
Water Penetration by Uniform or Cyclic Pressure (Per Day)		ASTM E1105	\$3,050.00	
Air and Water Infiltration Leakage Testing (Per Day)		AMMA 501.2	\$4,050.00	
Administration, Accounting, Special Projects, Notary, Certified Payroll			\$134.00	
Final Reports (DSA/City/County/HCAI)			\$500.00	
Interim Reports			\$100.00	

\* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

\*\*Professional engineering services and laboratory technician services will be billed at actual time.

\*\*\* All plant inspections are located within 50 miles of the project location. Steel shops will be AISC certified and concrete plants will be PIC certified.

\*\*\*\* Two inspections performed by the same inspector during a site visit will be billed at the combination/higher rate.

\*\*\*\*\* Three or more inspections performed by the same inspector during a site visit will be billed at the multi-disciplined rate.



Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort  
Expansion Index of Soils

ASTM D1557/D698  
ASTM D4829

\$428.00 \$290.00  
\$401.00

#### LAB METALS AND OTHER MATERIALS TESTS

##### METALS MATERIALS MECHANICAL TESTS

##### Local Code

##### National Standard

**Standard** **Discounted**  
**Rate/Each** **Rate/Each**

Mechanical Testing of Steel Products (General Tensile)

ASTM A615/A706

\$148.00

Mechanical Testing of Steel Products (Couplers)

ASTM A615/A706

\$348.00

Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8

ASTM A615/A706

\$268.00

\$130.00

Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11

ASTM A615/A706

\$321.00

Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+

ASTM A615/A706

\$375.00

Post-Tension Strand Tensile & Elongation

ASTM A416

\$285.00

Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Assemblies (Tension and Yield)

ASTM A370, F1554 and F606

\$375.00

Rockwell Hardness of Metallic Materials

ASTM E18

\$107.00

##### FIREPROOFING

Thickness and Density of Sprayed Fire-Resistive Material (SFRM)

ASTM E605

\$168.00

Cohesion/Adhesion of Sprayed Fire-Resistive Materials

ASTM E736

\$95.00

*All fees subject to Basis of Charges*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2025

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).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT NAME:</b> Sandy Peters <b>PHONE (A/C, No, Ext):</b> 626-696-1901 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com
<b>INSURED</b> Totum Corporation 310 351-0138 15130 Ventura Blvd., Unit A Sherman Oaks CA 91403	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> Aspen American Insurance Company <b>INSURER C:</b> The Travelers Indemnity Company of Connecticut <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

License#: 6003745  
TOTUCOR-01**COVERAGES****CERTIFICATE NUMBER:** 500560387**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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801J745121	6/5/2025	6/5/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R387030	6/5/2025	6/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB3J306445	6/5/2025	6/5/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AAAE10078806	6/5/2025	6/5/2026	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

RE: All Operations of the Named Insured.

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Professional Liability policy has a deductible which is: \$15,000, with a Retro Date of: 06/05/2006

CANCELLATION/CHANGE: 30 day notice will be sent to the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of 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

*Sandy Peters*

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POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER: UB3J306445**

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**Schedule**

**Person or Organization**

**Job Description**

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

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

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

*Sandy Peters*

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by \_\_\_\_\_

**DATE OF ISSUE: 11/12/2025**

Page 1 of 1

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".