

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DAHLIN GROUP, INC.
FOR
ON-CALL ARCHITECTURAL ENGINEERING, LANDSCAPE
ARCHITECTURAL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

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

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

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

CONSULTANT hereby designates Gregor Markel 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 _____, 20____ (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 three (3) 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 Dollars (\$1,000,000.00).

5. EXTRA WORK

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

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, provided that any such use not within the purposes intended, by the Agreement shall be at City's sole risk.

8. HOLD HARMLESS

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

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: Dir. Comm. & Library Services
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Dahlin Group, Inc.
ATTN: Gregor Markel
505 Technology Drive, Suite 200
Irvine, CA 92618

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

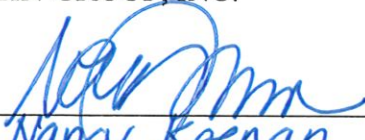
This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,
DAHLIN GROUP, INC.

By: _____


Nancy Keenan
print name

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

AND

By: _____


Jacyln Anderson
print name

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

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

Mayor

City Clerk


INITIATED AND APPROVED:

Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

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

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CONSULTANT,
DAHLIN GROUP, INC.

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

By: _____

print name

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

Mayor

AND


City Clerk

By: _____

print name

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

INITIATED AND APPROVED:

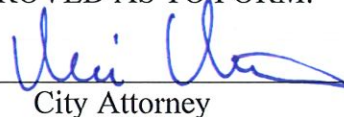


Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

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

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:

**CNA PARAMOUNT****Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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The Continental Insurance Co.

Insured Name: DAHLIN GROUP, INC.

Policy No: 7094259748

Endorsement No: 7

Effective Date: 09/01/2024

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

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

A. Controlling Interest

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

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

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

B. Co-owner of Insured Premises

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

C. Engineers, Architects or Surveyors Engaged By You

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

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

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

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The Continental Insurance Co.

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

D. Lessor of Equipment

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

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

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

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

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

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

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The Continental Insurance Co.

Insured Name: DAHLIN GROUP, INC.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

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

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

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

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

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

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

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

3. ADDITIONAL INSURED - EXTENDED COVERAGE

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

If the additional insured is:

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

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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

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

4. BOATS

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

This exclusion does not apply to:

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

5. BODILY INJURY – EXPANDED DEFINITION

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

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

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

7. BROAD NAMED INSURED

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

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

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

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional Insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

CNA74858XX (1-15)

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The Continental Insurance Co.

Insured Name: DAHLIN GROUP, INC.

Policy No: 7094259748

Endorsement No: 7

Effective Date: 09/01/2024

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CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the Indemnatee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C.** This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B - Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE - ELEVATORS

- A.** Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE - ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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The Continental Insurance Co.

Insured Name: DAHLIN GROUP, INC.

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Endorsement No: 7

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Architects, Engineers and Surveyors General Liability
Extension Endorsement

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (Including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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The Continental Insurance Co.

Insured Name: DAHLIN GROUP, INC.

Policy No: 7094259748

Endorsement No: 7

Effective Date: 09/01/2024

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CNA PARAMOUNT

General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75061XX (1-15)

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The Continental Insurance Co.

Insured Name: DAHLIN GROUP, INC.

Policy No: 7094259748

Endorsement No: 8

Effective Date: 09/01/2024

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**Business Auto Policy
Policy Endorsement**

ADDITIONAL INSURED - PRIMARY/ADDITIONAL CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7094259734

Policy Effective Date: 09/01/2024

EXHIBIT A

DAHLIN

QUALIFICATIONS FOR

ON-CALL ARCHITECTURAL SERVICES

City of Huntington Beach
April 29, 2025

DAHLIN

ARCHITECTURE | PLANNING | INTERIORS

Qualifications for RFP No. 2025-0415 On-Call Architectural Services

CITY OF HUNTINGTON BEACH | APRIL 2025



<u>A. VENDOR APPLICATION FORM AND COVER LETTER</u>	01
<u>B. BACKGROUND AND PROJECT SUMMARY</u>	06
<u>C. METHODOLOGY</u>	08
<u>D. STAFFING</u>	11
<u>E. QUALIFICATIONS</u>	13
F. FEE PROPOSAL <i>(Submitted Separately)</i>	



REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Dahlin Group, Inc

Contact Person for Agreement: Gregor Markel

Corporate Mailing Address: 505 Technology Drive, Suite 200

City, State and Zip Code: Irvine, CA 92618

E-Mail Address: gregor.markel@dahlingroup.com

Phone: 925-251-7270 Fax: _____

Contact Person for Proposals: Gregor Markel

Title: Managing Principal E-Mail Address: gregor.markel@dahlingroup.com

Business Telephone: 949-250-4680 Business Fax: _____

Year Business was Established: 1976

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
Doug Dahlin	Founder	925-251-7231
Nancy Keenan	President / CEO	925-251-7235
John Thatch	Senior Vice President, Design Innovation	925-251-7223
Lauri Moffet-Fehlberg	Senior Vice President, Architecture	925-251-7279
Darian Wagner	Principal / Senior Architect	925-251-7278
Justin Doull	Principal / Senior Planner	925-251-7326
Vanessa Yust	CMO	925-251-7210
Federal Tax Identification Number:	94-2455290	

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: _____

Persons with Written Authorization/Resolution to sign contracts

Gregor Markel **Managing Principal** **925-251-7270**

References of Work Performed Form

(List 5 Local References)

Comany Name: DAHLIN Architecture | Planning | Interior

1. Name of Reference: City of Pico Rivera

Address: 6615 Passons Boulevard, Pico Rivera, California

Contact Name: Pamela Yugar Phone Number: 562-801-4430

Email: pyugar@pico-rivera.org

Dates of Business: 2022-Current

2. Name of Reference: City of Lakewood

Address: 5050 Clarke Avenue, Lakewood, California

Contact Name: Kelli Pickler Phone Number: 562-866-9771

Email: kpickler@lakewoodcity.org

Dates of Business: 2018-Current

3. Name of Reference: City of Pasadena

Address: 100 North Garfield Ave, N306, Pasadena, California

Contact Name: Hayden Melbourn Phone Number: 626-744-7345

Email: hmelbourn@cityofpasadena.net

Dates of Business: 2018 - Current

4. Name of Reference: City of Duarte

Address: 1600 Huntington Drive, Duarte California

Contact Name: Manuel Enriquez Phone Number: 626-357-7931

Email: menriquez@accessduarte.com

Dates of Business: 2025 - Current

5. Name of Reference: City of San Gabriel

Address: 425 South Gabriel, San Gabriel, California

Contact Name: Rebecca Perez Phone Number: 626-308-2875

Email: rperez@sgch.org

Dates of Business: 2025



April 29, 2025

City of Huntington Beach
Attn: Cody Hernandez
Community & Library Services Department
2000 Main Street
Huntington Beach, CA 92648

Re: Qualifications for RFP 2025-0415 On-Call Architectural and Landscape Architectural Services

Dear Cody,

At DAHLIN, we see every project—big or small—as an opportunity to support the City of Huntington Beach Community & Library Services Department in creating safe, functional, and welcoming public spaces. From accessibility challenges to aging infrastructure, we understand how maintenance issues impact staff and community use of civic facilities. As an on-call partner, we're proud to assist in preserving and enhancing these spaces—advancing both the City's mission and our own Passion for Place®.

UNDERSTANDING YOUR NEEDS: We recognize that the City is reinvesting in its civic and community spaces with a focus on modernization, accessibility, and long-term serviceability. This contract represents more than just technical support, it's an opportunity to partner with the City in creating meaningful, inclusive environments that reflect Huntington Beach's values and identity while best serving the community.

LOCAL SUPPORT: Our proposed team offers strong municipal expertise, supported by deep bench strength and a responsive local presence. Located just 20 minutes from City Hall, our Irvine office enables us to attend site meetings promptly and maintain close coordination with City staff. Your projects will be led by a hands-on, local Project Manager and Principal, ensuring consistency from start to finish. Backing our local team is DAHLIN's company-wide staff of 180+, providing the support and flexibility to scale and respond efficiently to projects of any size.

CIVIC EXPERTISE: DAHLIN has partnered with more than 24 public municipalities and agencies, delivering a wide range of civic services, from feasibility studies and facility assessments to tenant improvements, renovations, and new construction. Our diverse portfolio includes recreation centers, community facilities, civic buildings, and maintenance structures.

APPROACH TO PROJECT DELIVERY: DAHLIN delivers high-performing, strategically driven architecture through a proactive, collaborative process. We engage stakeholders early and maintain momentum through structured weekly meetings aligned with the project schedule. This ensures clear communication, efficient decision-making, and design solutions tailored to the City's goals.

CLIENT COMMITMENT: Our long-term client relationships reflect the quality of our service and the trust we build through clear communication, collaboration, and results-driven design. As noted in the testimonial on the following page, we're proud to be recognized for these strengths. The same core team stays with each project from kickoff to ribbon cutting, ensuring consistency and continuity.

DAHLIN's proposal price shall remain valid for a period of at least 180 days from the date of submittal. We affirm that we have thoroughly reviewed the RFQ requirements and are fully capable of meeting the City's scope of work and contract terms.

From design through construction, DAHLIN combines accessibility with technical expertise to serve as your trusted advisor for on-call services. Our commitment to design excellence is grounded in a deep understanding of community-serving projects. Thank you for the opportunity to be considered, we look forward to the potential of partnering with the City of Huntington Beach. Please don't hesitate to reach out with any questions or to schedule a follow-up.

Regards,



Gregor Markel, AIA, LEED® AP
Managing Principal
gregor.markel@dahlingroup.com
925-251-7270
(Authorized Signatory)



Daniel Berghauser
Associate / Project Manager
Daniel.berghauser@dahlingroup.com

B. BACKGROUND AND PROJECT SUMMARY

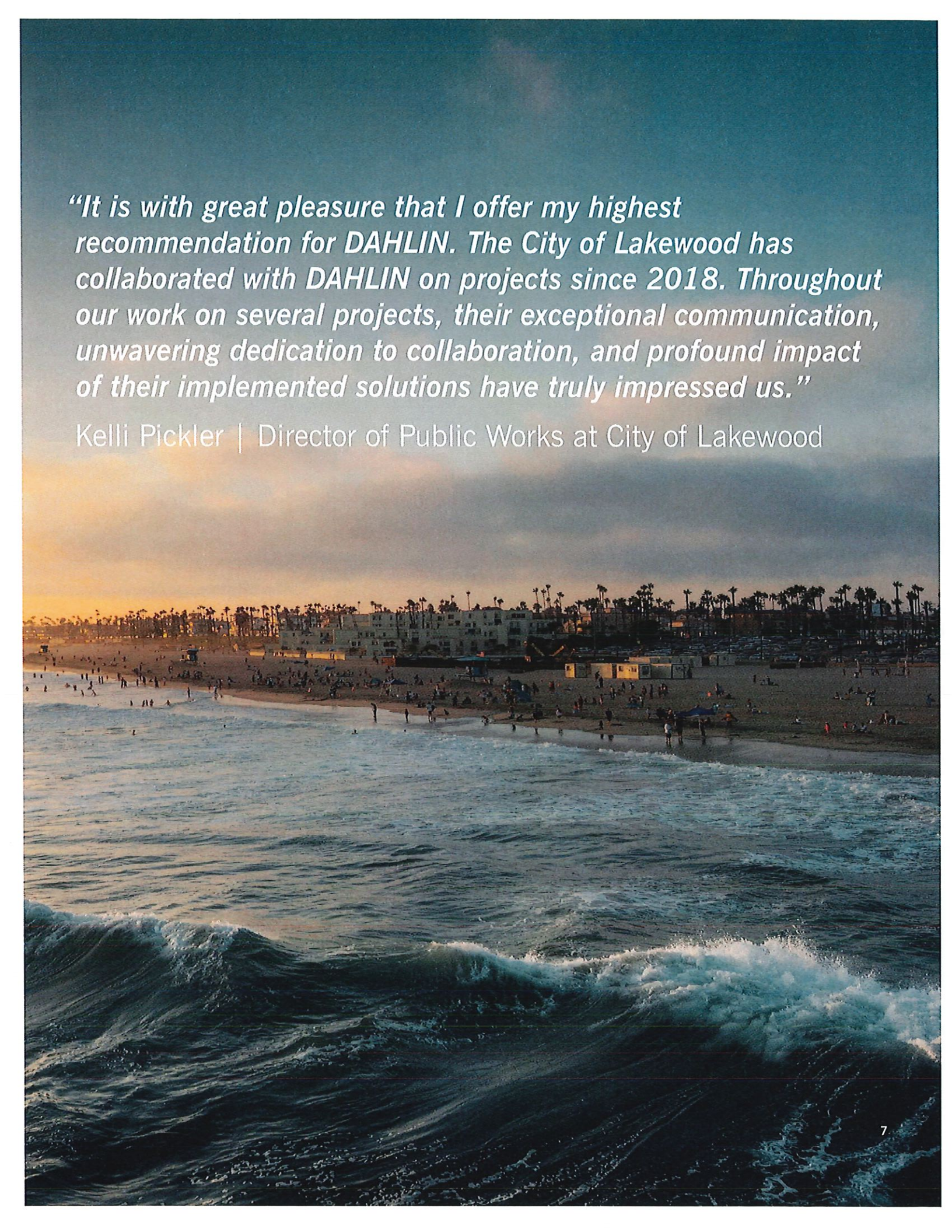
The City of Huntington Beach has established a clear vision grounded in community values and a strong commitment to public service.

Its continued investment in high-quality, inclusive spaces reflects a forward-thinking approach to enhancing everyday life for residents.

The City of Huntington Beach is entering a pivotal phase of reinvestment in its parks, community centers, and civic facilities prioritizing modernization, ADA compliance, and placemaking that reflects its identity and values. We understand the need for a flexible, experienced partner to support a broad range of architectural and landscape architectural services, from tenant improvements and feasibility studies to full construction document packages and construction support.

Our team is ready to provide seamless, high-quality service across all phases of work, with the ability to quickly mobilize, integrate with City staff, and deliver thoughtful, sustainable solutions. We're committed to helping the City create inclusive, resilient public spaces that serve the community now and into the future.





“It is with great pleasure that I offer my highest recommendation for DAHLIN. The City of Lakewood has collaborated with DAHLIN on projects since 2018. Throughout our work on several projects, their exceptional communication, unwavering dedication to collaboration, and profound impact of their implemented solutions have truly impressed us.”

Kelli Pickler | Director of Public Works at City of Lakewood

C. METHODOLOGY

Projects through on-call services can vary greatly in size and scope. Regardless, our charge is to take these additional projects off your plate. We pride ourselves on our personalized and detailed project management that keeps projects on time and on budget.



Pre-Design & Project Initiation

Success in remodels often hinges on uncovering what's not immediately known. We begin by reviewing existing site info and past studies, assessing current ideas, and working with you to clarify the project vision. Together, we define goals, schedule, budget, and priorities to ensure alignment across the team.

- Kickoff Meeting
- Establish Project Goals: budget, scope, schedule and deliverables
- Establish Stakeholders
- Review Existing Information, Site Topography, and past design efforts
- Existing facility assessments
- 3D photogrammetry scanning of existing facilities for as-built documentation



Programming & Conceptual Design

By actively listening and understanding your values, we guide programming efforts that uncover the “why” behind your goals. This allows us to present meaningful alternatives and avoid misaligned options. Conceptual designs help explore configurations that best serve your community and operational needs.

- Meet with Stakeholder Groups to determine desires and goals - including District Staff, Facility Staff, Users and Community as needed.
- Understand the “Whys”
- Determine Priorities
- Craft Conceptual Layouts and Designs based on Stakeholder and Staff feedback



Schematic Design & Modeling

Following programming, we immediately develop the conceptual design in 3D to explore options and clearly communicate ideas. Tools like live rendering sessions, virtual flythroughs, and VR help all stakeholders—regardless of technical background—understand the design and make timely decisions, keeping the project on track.

- Working with Staff, we will begin to refine spaces and define the building
- 3-D Schematic Models will allow you to walk through and experience the facility.
- We will explore different Architectural aesthetics with the Staff.
- Polished renderings to create excitement in the Community and potentially for fundraising use as well

DOCUMENTATION & CONSTRUCTION



Design Development & Construction Documents

We establish project schedules early to set clear milestones for meetings and submittals, ensuring smooth coordination from the start. Complete, accurate construction documents are critical for securing competitive bids and minimizing construction costs.



Construction Support Services

An experienced team in the field is critical to minimizing change orders and construction delays. DAHLIN provides Construction Administration for all municipal projects, offering quick RFI responses, thorough submittal reviews, and proactive problem-solving.

We use **SketchUp** design modeling because it is the quickest tool for creating, adjusting, and rendering design alternatives. It enables you to walk and feel the space before a contractor is even chosen. We use **Revit** for construction documents for its accuracy and ability to integrate with other consultant and design-build members. It allows us to resolve conflicts during the design stage, which decreases change orders and delays during construction.



Kick Off and Pre-Schematic Design 12/2023 - 1/2024

Project Kickoff
Program & Conceptual Design Verification
Stakeholder Meetings
Survey and Site Analysis
Site Investigations-Geotechnical & Hazmat
Refine Concept Design
Stakeholder Meetings
Presentation to Commissions & Council

Schematic Design 1/2024 - 2/2024

Schematic Design
Schematic Design refinement and finalization
Stakeholder Meetings
Community Services Commission Presentation

Construction Documents

60% Plans, Specifications, and Cost Estimates 4/2024-5/2024
90% Plans, Specifications, and Cost Estimates 4/2024-6/2024
95% Permit Submittal 6/2024
Plan Check Response
Permit Issued** 8/2024

Bid

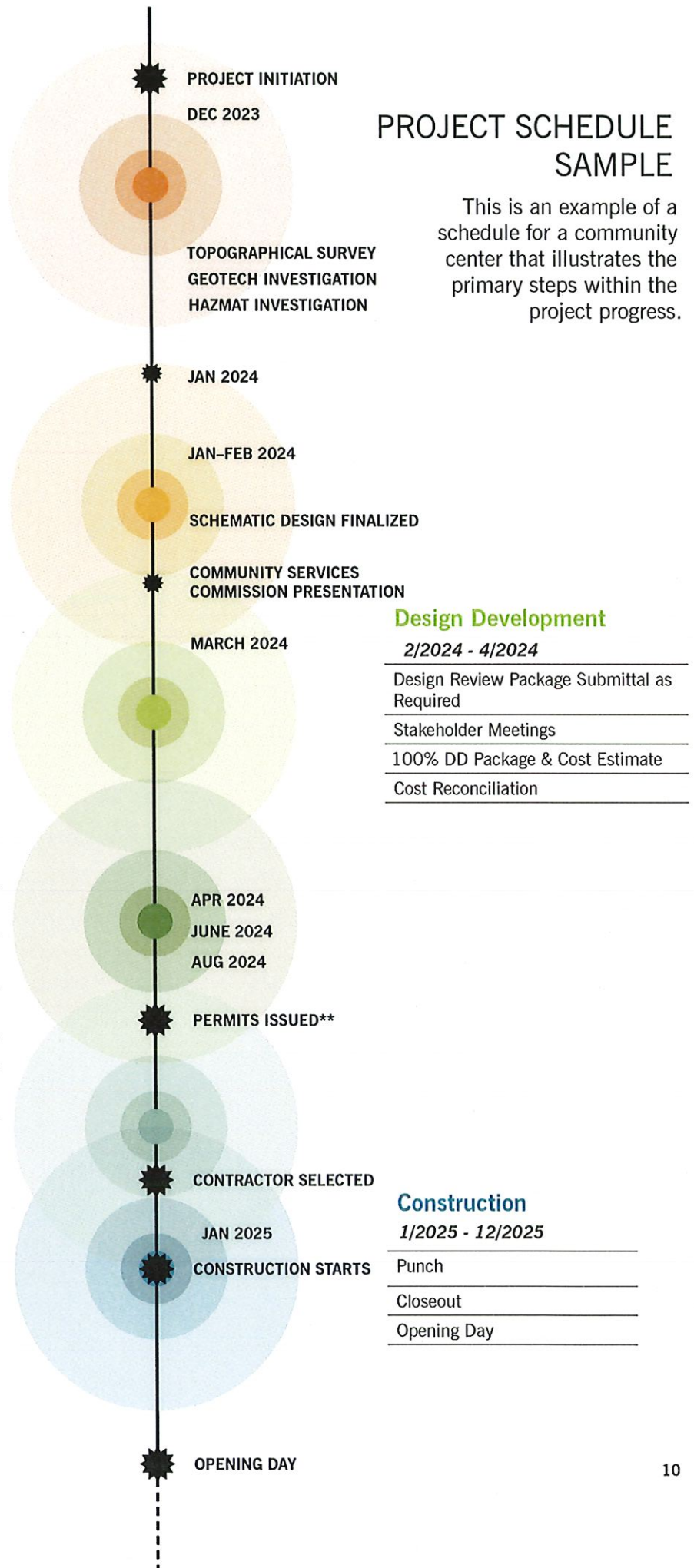
9/2024 - 12/2024
100% CD / Bid Set Issued
Public Bid Period
GC Selected
Contracting and Approval

**Permitting times are estimates and are dependant on responsiveness and timeframe of the permitting agencies

QUALIFICATIONS FOR ARCHITECTURAL SERVICES

PROJECT SCHEDULE SAMPLE

This is an example of a schedule for a community center that illustrates the primary steps within the project progress.



D. STAFFING

We approach each project with small firm attention supported by large firm resources.

YOUR TEAM FOR THE CITY OF HUNTINGTON BEACH

DAHLIN will service your project from our Irvine office, allowing us to be on site in a timely manner, especially during construction administration when prompt decisions are crucial to keeping the project on track.

For your project, we have assembled a proven team of talented, experienced and enthusiastic professionals, all of whom have worked with public clients on community-focused projects. ***All members of our proposed team have worked together previously and can hit the ground running.***

Gregor Markel will lead the team as Principal-In-Charge, bringing his experience working with 30+ public agencies on community-focused projects of various sizes and scales. He will be the main point of contact for HB, providing oversight for project vision, design and development, and management. Gregor will be responsible for the performance of the DAHLIN team from initial concepts to move-in and beyond.

Dan Berghauser will be the Project Manager and HB's day-to-day contact, ensuring ongoing communication between all parties to keep the project moving forward. With over a decade of experience working with civic and community clients, he is skilled in balancing design with budget and schedule while coordinating with multiple stakeholders. needed to keep the project organized and on track.

SUBCONSULTANTS

We are successful in large part due to the fact that our consultants are proven experts in their respective fields with a long history of work for municipalities throughout California. DAHLIN regularly works with these consultants on both private and public projects of all sizes, and we have a successful track record of delivering projects and collaborating on multiple projects together.

For the City of Huntington Beach Architectural Services, we will work with subconsultants for the following services:

Landscape

Civil Engineering

Hazmat

Geotech

Environmental

Each consultant has their own specialty; therefore, depending on the scope of the project, we may choose one consultant over another. For any services not listed above, additional subconsultants will be thoughtfully selected to best align with the specific needs and scope of the project.





GREGOR MARKEL AIA, LEED AP

Managing Principal

PRINCIPAL IN CHARGE

Architecture is the integration of technology, structure, art and sculpture. With over 30 years of professional experience, Gregor Markel has perfected his craft working with clients and contractors worship. His diverse background of architectural experience allows him to lead project teams undertaking a wide variety of types and styles of architectural projects. *"Our project approach is to craft a unique solution for each client, one that should be functional, creative, environmentally sound, and will meet the client's timeline and budget expectations."*



EDUCATION

BA + BS, ARCHITECTURE,
WASHINGTON STATE
UNIVERSITY

CIVIC + CULTURE

Emerald Glen Aquatics Center

Dublin, California, USA
City of Dublin

John J Kennedy Pool

Pasadena, California
City of Pasadena

Smith Park Community & Aquatics

Center Renovation
Pico Rivera, California
City of Pico Rivera

Palms Park Community Center Renovation

Lakewood, California
City of Lakewood

CIVIC + CULTURE

Mark Gallo Fitness Center

Modesto, California, USA
Central Catholic High School

Smith Park Pool & Aquatic Center Renovation

San Gabriel, California
City of San Gabriel

Weingart Senior Center Renovation

Lakewood, California
City of Lakewood

Palm Park Aquatic Center Renovation

Whittier, California
City of Whittier

HOSPITALITY + FITNESS+RESTAURANT

Renaissance ClubSport Walnut Creek

Walnut Creek, California, USA
Leisure Sports Inc.

Renaissance ClubSport Aliso Viejo

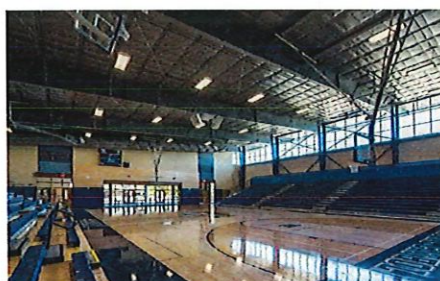
Aliso Viejo, California, USA
Leisure Sports Inc.

ClubSport Pleasanton

Pleasanton, California, USA
Leisure Sports Inc.

ClubSport Tualatin

Tualatin, Oregon, USA
Leisure Sports Inc.





DANIEL BERGHAUSER

Senior Associate / Senior Architect

PROJECT MANAGER

Daniel Berghauser brings over a decade of planning, design, and construction experience, with a range of architectural work in residential, commercial, civic, education, restaurant, aviation, and hospitality project types. He has delivered a variety of large and small scale projects through all phases of design and construction, coordinated with multiple stakeholders, all while maintaining schedule, budget, and ownership's goals. He has experience coordinating across a project team consisting of multiple design firms, consultants, construction managers, and contractors to achieve the highest level of user experience at modern facilities.



EDUCATION

B. ARCH, UNIVERSITY OF ARIZONA,
MINOR IN BUSINESS ADMINISTRATION

CIVIC + CULTURE

John J Kennedy Pool

Pasadena, California

City of Pasadena

Smith Park Community & Aquatics

Center Renovation

Pico Rivera, California

City of Pico Rivera

Palms Park Community Center Renovation

Lakewood, California

City of Lakewood

CIVIC + CULTURE

Weingart Senior Center Renovation

Lakewood, California

City of Lakewood

Palm Park Aquatic Center Renovation

Whittier, California

City of Whittier

Lakewood Corner Lot Park Development

Lakewood, California

City of Lakewood

CIVIC + CULTURE

Smith Park Pool & Aquatic Center Renovation

San Gabriel, California

City of San Gabriel

Arroyo Seco Golf Course Comprehensive Plan

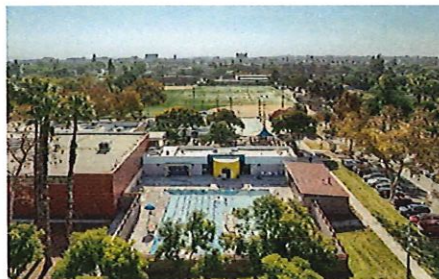
South Pasadena, California

City of South Pasadena

Walnut Gym & Teen Center Renovation

Walnut, California

City of Walnut



SUBCONSULTANTS



NUVIS - LANDSCAPE ARCHITECTURE
20250 SW ACACIA STREET, SUITE 160
NEWPORT BEACH, CA 92660 | 714-754-7311

PERRY CARDOZA PLA, ASLA

President / Corporate Principal

Perry's ability to creatively express his ideas to agencies, councils, and community groups helps develop a collaborative approach to urban focused problem solving. He combines this ability with his ideology of landscape architecture to provide memorable design solutions, unique to each project location. Perry, along with the NUVIS team, considers sustainable solutions for all projects. With a focus on collaborative design, Perry seeks opportunities for capturing and treating storm water, creating habitat, specifying colorful, durable, and native water wise plants, and designing accessible solutions which incorporate best management practices.

RELEVANT EXPERIENCE: Redondo Beach Seaside Lagoon



EDUCATION

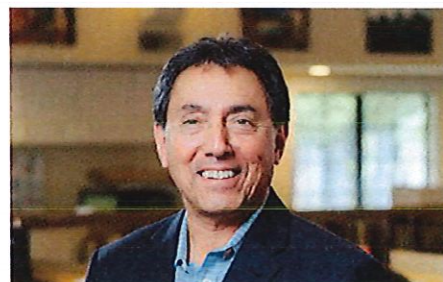
BA, LANDSCAPE ARCHITECTURE
CALIFORNIA STATE POLYTECHNIC
UNIVERSITY, POMONA

TOMAS MUNOZ PLA

Principal / Senior Project Manager

Tom brings to the over four decades of on-call public agency project management. He has over 47 years experience design in and for the City of Huntington Beach. His notable HB projects include the master plan and final PS&E for the Central Park Sports Complex, His emphasis is in water-wise public- and private-oriented park/ recreation planning and urban design projects. Tom's strengths are in client relations, technical document direction/review, and multi-team/ agency coordination.

RELEVANT EXPERIENCE: Central Park, Edison Park



EDUCATION

BA, LANDSCAPE ARCHITECTURE
CALIFORNIA STATE POLYTECHNIC
UNIVERSITY, POMONA

SUBCONSULTANTS



ECORP - ENVIRONMENTAL
111 ACADEMY WAY SUITE 210
IRVINE, CA 92617 | 714-648-0935

DAVID ATWATER

Senior Environmental Planner

Mr. Atwater has 18 years (4 with ECORP) of experience managing a team to conduct research and analysis for transportation, development, engineering, environmental, and planning projects throughout California subject to the laws of the CEQA and the National Environmental Policy Act (NEPA).

RELEVANT EXPERIENCE: On-Call Environmental Services Contract, Costa Mesa, Orange County, Grace Church Remodel and Senior Living Community, Orange County, Adams Avenue Active Transportation Improvements, Multipurpose Trails Project, Costa Mesa, Orange County



EDUCATION

BA, URBAN AND REGIONAL PLANNING, CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

JESUS "FREDDIE" OLMOS

Principal Environmental Planner

Mr. Olmos' 25 years (18 with ECORP) of professional experience involves California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MNDs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Environmental Assessments (EAs), and Findings of No Significant Impact (FONSIs).

RELEVANT EXPERIENCE: On-Call Environmental Services Contract, Costa Mesa, Orange County, Grace Church Remodel and Senior Living Community, Orange County, Adams Avenue Active Transportation Improvements, Multipurpose Trails Project, Costa Mesa, Orange County



EDUCATION

BA, BACHELOR OF ARTS, ENVIRONMENTAL ANALYSIS & DESIGN, UNIVERSITY OF CALIFORNIA, IRVINE

SUBCONSULTANTS



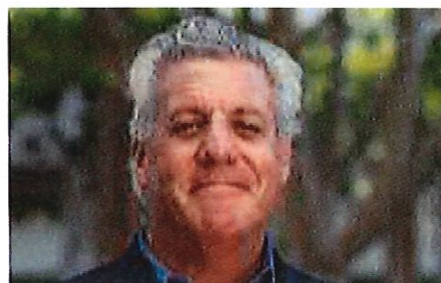
BKF ENGINEERS - CIVIL ENGINEERING
4675 MACARTHUR COURT, SUITE 400
NEWPORT BEACH, CA 92660 | 949.526.8460

Bruce Kirby PE, QSD/QSP

Civil Project Manager

Bruce is a professional engineer that has directed the design of many institutional, educational, retail, commercial, industrial, residential, and recreational projects throughout southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer and water infrastructure required for several large master-planned community projects.

RELEVANT EXPERIENCE: Beaumont Library District, Library Expansion, Beaumont, CA, Newport Balboa Library / Fire Station No., Newport Beach, CA



EDUCATION

B.S., CIVIL ENGINEERING;
CALIFORNIA POLYTECHNIC
UNIVERSITY, POMONA



GEOCON - GEOTECH ENGINEERING
2807 MCGAW AVENUE
IRVINE, CA 92614 | 949-491-92614

JELISA ADAMS GE

Vice President / Senior Engineer

Jelisa has more than 19 years of experience performing and managing geotechnical investigations throughout the Orange County, Los Angeles, San Diego, and San Bernardino areas. Her experience encompasses a wide range of projects including public infrastructure, city and state facilities, commercial and residential developments, educational institutions, multi-story structures with subterranean parking levels, seismic upgrades and retrofits, and the installation and monitoring of geotechnical instrumentation.

RELEVANT EXPERIENCE: City of Newport Beach Department of Public Works, On-Call, Geotechnical Engineering, Materials Testing & Inspection Services Contract



EDUCATION

BS, STRUCTURAL ENGINEERING,
UNIVERSITY OF CALIFORNIA, SAN
DIEGO, 2006

SUBCONSULTANTS



OMEGA ENVIRONMENTAL - HAZMAT
1133 CAMELBACK STREET, #7261
NEWPORT BEACH, CA, 92658

STEVE ROSAS

Principal

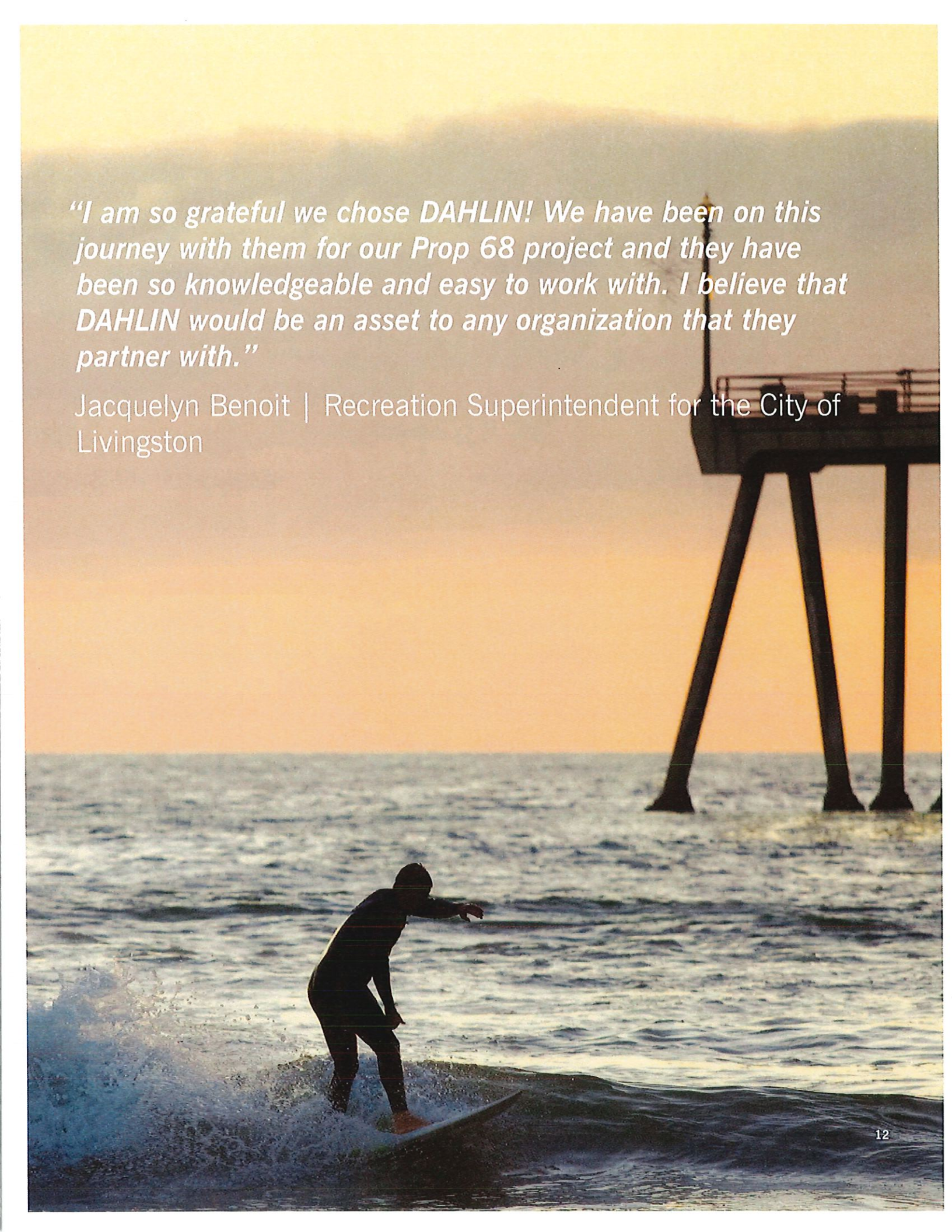
Steve has more than 25 years of broad-based experience in large-scale hazardous materials (asbestos, lead, PCB's, mercury, other) projects, including bulk surveys and remediation oversight for industry, property owners, facilities managers and building managers. He has conducted exposure monitoring during manufacturing processes, Phase 1 environmental site assessments (ESAs) for commercial property transactions and indoor air quality (IAQ) evaluations including mold and moisture assessments.

RELEVANT EXPERIENCE: City of Huntington Beach On-Call



EDUCATION

BA, BIOLOGICAL SCIENCE, 1988,
CALIFORNIA STATE UNIVERSITY,
FULLERTON

A full-page photograph of a person surfing on a wave at sunset. The surfer is in the lower-left foreground, riding a wave that is breaking. The background features a large pier structure on the right side, extending into the ocean. The sky is a warm, golden-orange color, and the water is dark blue with white foam from the wave. The overall mood is serene and active.

"I am so grateful we chose DAHLIN! We have been on this journey with them for our Prop 68 project and they have been so knowledgeable and easy to work with. I believe that DAHLIN would be an asset to any organization that they partner with."

Jacquelyn Benoit | Recreation Superintendent for the City of Livingston

E. QUALIFICATIONS

WHY DAHLIN?

DAHLIN is a trusted partner to public agencies throughout California, bringing decades of experience in architecture, planning, and interior design for civic, community, and recreational facilities. We understand that public projects must reflect the values of the communities they serve—delivering function, flexibility, and lasting value while meeting the expectations of a wide range of stakeholders. Our approach is grounded in thoughtful collaboration, transparency, and a commitment to elevating every project through purposeful design. From initial concepts to construction completion, our team is deeply engaged in the process, ensuring that decisions are made efficiently and in alignment with the client's goals.

We pride ourselves on offering small-firm attentiveness supported by the depth of a larger organization. Our integrated team brings together architects, planners, and project managers who have successfully worked together on similar civic projects, providing continuity, expertise, and proactive problem-solving from day one.

We maintain strong relationships

with trusted subconsultants and can scale our team to meet the unique requirements of each project, offering responsive service throughout all phases—particularly during construction, when timely decisions are critical.

DAHLIN's proven track record of successful delivery includes a wide range of community-focused facilities, including aquatics and recreation centers, city halls, community centers, and neighborhood-serving infrastructure. We understand the pressures of public funding and scheduling, and we tailor our strategies to deliver high-quality design within budget and on time. With an office in Irvine and a team familiar with the regional context—including the complexities of coastal permitting—we are well positioned to be an accessible, engaged partner throughout the life of your project. Our work with the La Jolla Beach & Tennis Club, which required coordination with the California Coastal Commission, City of San Diego, and County Health Department, demonstrates our ability to navigate sensitive environments with confidence and care.

24+

Number of public agencies we've provided on-call contract services to.

45+

Number of public agencies we have successfully worked with on multiple projects, small and large.

300+

Number of projects in Southern California including civic, institutional, commercial, planning and residential.

49+

Over 49 years of design and planning experience across public and private sectors with an extensive portfolio of public and community facilities.



CITY OF PASADENA ON-CALL SERVICES

PASADENA, CALIFORNIA
CITY OF PASADENA

As an on-call consultant for the City of Pasadena, DAHLIN provided architectural services for ADA upgrades to an existing community pool building, supporting a new pool, deck, and mechanical systems. We evaluated the structure, coordinated with engineers, and delivered code-compliant design solutions. DAHLIN also completed peer reviews for multiple tenant improvement projects, including three fire stations, and supported a feasibility study for replacing a fire-damaged public restroom at Hahamongna Watershed Park—assessing site options, configurations, and delivery methods.

Key Staff:

Daniel Berghuaser - PM
Gregor Markel - PIC



CITY OF LAKEWOOD ON-CALL SERVICES

LAKEWOOD, CALIFORNIA
CITY OF LAKEWOOD

As an on-call consultant for the City of Lakewood, DAHLIN has supported a variety of maintenance and improvement projects, including ADA assessments and upgrades for six park restrooms. Additional work includes remodeling City Hall to reconfigure departments for accessibility, while updating finishes, furnishings, and public counters. Working without as-built drawings, we provided creative retrofit solutions and clear documentation to support both competitive bidding and in-house execution. Our flexible, responsive approach and knowledge of public agency standards helped the City implement cost-effective, compliant improvements with minimal disruption.

Key Staff:

Daniel Berghuaser - PM
Gregor Markel - PIC



SAN GABRIEL AQUATICS FEASIBILITY STUDY

SAN GABRIEL, CALIFORNIA
CITY OF SAN GABRIEL

In support of the City of San Gabriel's grant application to revitalize the aging Smith Park Aquatic Center, DAHLIN provided timely and comprehensive design services under a tight two-week deadline. After conducting an on-site assessment to identify code issues, safety hazards, and operational challenges, we developed five conceptual design options—ranging from targeted upgrades to full replacement—each paired with cost modeling to aid City decision-making. Our efforts helped the City submit a strong, on-time proposal, demonstrating DAHLIN's ability to respond quickly and effectively to high-priority municipal needs.

Key Staff:

Daniel Berghuaser - PM
Gregor Markel - PIC



SMITH PARK COMMUNITY & AQUATICS CENTER RENOVATION

PICO RIVERIA, CALIFORNIA
CITY OF PICO RIVERIA

DAHLIN is leading the renovation of the Smith Park Community and Aquatic Center in partnership with the City of Pico Rivera. The project includes a full interior remodel, two new buildings, and complete replacement of the pool and deck. The redesigned Aquatic Center features two pools—one for recreation and lessons, and another for competition—plus flexible programming space and spectator amenities. The new Community Center will serve as a hub for youth, seniors, and large-scale city events, offering multipurpose rooms and a performance-ready event hall to support long-term community use and civic pride. A unifying space, the Community Center is envisioned as a lasting hub of intergenerational engagement and civic pride.

Key Staff:

Daniel Berghuaser - PM
Gregor Markel - PIC



DUARTE FITNESS CENTER RENOVATION

DUARTE, CALIFORNIA
CITY OF DUARTE

DAHLIN is supporting the City of Duarte in a comprehensive renovation of the Duarte Fitness Center, which includes both a workout facility and aquatic center. The project aims to modernize the interior, improve operations, reduce staffing needs, and enhance inclusivity and amenities for guests and staff. On the aquatic side, both existing pools will be replaced in-kind with energy-efficient systems, along with new piping, fixtures, and equipment. Exterior upgrades include shade structures and on-deck lockers, while family restrooms and accessibility improvements will ensure the facility is welcoming to all. The renovation will be delivered in two phases to minimize disruption.

Key Staff:

Daniel Berghuaser - PM
Gregor Markel - PIC



LAKEWOOD CORNER LOT PARK DEVELOPMENT

LAKEWOOD, CALIFORNIA
CITY OF LAKEWOOD

The City of Lakewood is transforming a vacant lot at its Civic Center into a flexible, multi-use town square that serves community, programming, and staff needs. DAHLIN collaborated closely with all five City Council members to develop a unified vision, supported by 3D walkthroughs to guide stakeholder decisions. The site also functions as a Water Quality project, aligning with the City's environmental goals and leveraging grant funding. Despite the site's high visibility and complex history, a shared conceptual design was achieved and approved.

Key Staff:

Daniel Berghuaser - PM
Gregor Markel - PIC

ADDITIONAL MUNICIPAL PROJECT EXPERIENCE



PALMS PARK COMMUNITY CENTER RENOVATION

LAKEWOOD, CALIFORNIA
CITY OF LAKEWOOD

Palms Park Community Center is being fully renovated to improve accessibility, modernize operations, and create a durable, sustainable hub for community life at the heart of Palms Park.



WEINGART SENIOR CENTER RENOVATION

LAKEWOOD, CALIFORNIA
CITY OF LAKEWOOD

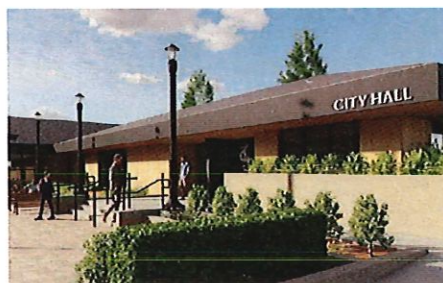
The Weingart Senior Center renovation modernized the facility with upgraded mechanical systems, new roofing, reconfigured interiors to better support senior programs, and a redesigned parking lot to improve accessibility for all users.



PICO RIVERA YOUTH CENTER RENOVATION

PICO RIVERA, CALIFORNIA
CITY OF PICO RIVERA

The Pico Rivera Youth Center underwent a full renovation, with vibrant, community-selected interiors and a bold, modern design that fosters creativity, inclusion, and connection for local youth.



DUARTE CIVIC CENTER EXTERIOR IMPROVEMENTS

DUARTE, CALIFORNIA
CITY OF DUARTE

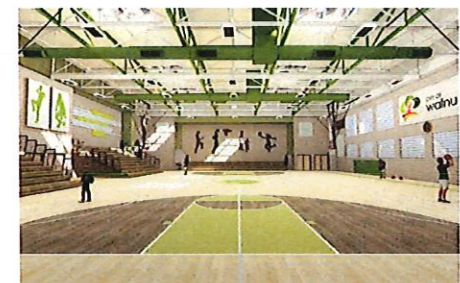
The City of Duarte is beginning a Civic Center modernization with upgrades to City Hall, aiming to enhance exterior aesthetics while prioritizing durability and sustainability.



YUCCA VALLEY RECREATION & AQUATICS CENTER

YUCCA VALLEY, CALIFORNIA
CITY OF YUCCA VALLEY

DAHLIN led programming, feasibility studies, and community engagement to launch the YVARC project, and now serves as the Town's project manager to support its ongoing development.

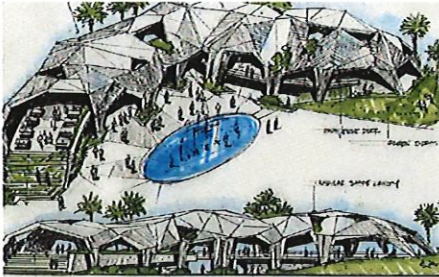


WALNUT GYMNASIUM & TEEN CENTER RENOVATION

WALNUT, CALIFORNIA
CITY OF WALNUT

The City of Walnut partnered with DAHLIN to revitalize its aging gymnasium and teen center, transforming the teen space into a flexible, café-style environment and updating the gym with finishes that reflect the City's broader modernization goals.

NUVIS LANDSCAPE PROJECT EXPERIENCE



SEASIDE LAGOON & PROMENADE

REDONDO BEACH, CA
CITY OF REDONDO BEACH

As Prime Consultant, NUVIS is leading a highly qualified team in the development of conceptual design alternatives for the renovation and reconstruction of this public swim space in the City of Redondo Beach. We are in the final preliminary design stages with development of entitlement plans and will soon begin construction documents. Professional services including preliminary design through closeout. This project garnered extensive public input through a series of public 'pop-up' meetings and a formal public meeting at the City library. Project has included intensive coordination with the City, City Harbor Sub Committee and presentations to City Council.



AUBURNDALE COMMUNITY CENTER

CORONA, CA
CITY OF CORONA

As Prime Consultant, NUVIS is providing site reconnaissance, conceptual design alternatives, cost estimates for the alternatives, and refined approved concept plan for the replacement of two tennis courts and wood picnic cover. Final PS&E for the site includes ADA improvements by rehabilitated pedestrian route. Additional design includes parking lot modifications, new picnic area, new connection to the basketball courts, gate hardware update, and site electrical improvements. NUVIS also developed historical themed monument signage alternatives. Project is currently in construction.



SWEET SHADE PARK

IRVINE, CA
CITY OF IRVINE

As Prime Consultant, NUVIS provided project management and delivery of preliminary plans, construction documents, and construction observation for innovative space-themed improvements, partially funded by a Community Development Block Grant, to 0.75 acres of an existing 8-acre civic park including new inclusive multi-age play equipment, interpretive paving elements, sand play areas, shade structures, pre-fab restroom building, seating areas, climbing boulders, sensory gardens, permeable paving, irrigation upgrades, and new low water use trees and shrubs. Scope included multiple theme alternatives, presentation graphics, and protection of existing shade structures and mature trees.

REFERENCES

PAMELA YUGAR

DIRECTOR, DEPARTMENT OF PARKS
AND RECREATION

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California

Phone
562-801-4430

Email
pyugar@pico-rivera.org

Projects: Smith Aquatics Center,
Pico Rivera Youth Center, see page
15-16.

KELLI PICKLER

DIRECTOR, DEPARTMENT OF PUBLIC
WORKS

City of Lakewood
5050 Clarke Avenue
Lakewood, California

Phone
562-866-9771

Email
kpickler@lakewoodcity.org

Projects: City of Lakewood On
Call, Corner Lot Park Development,
Palms Park Center, Weingart
Center, see page 14-16.

HAYDEN MELBOURN

PRINCIPAL ENGINEER, DEPARTMENT OF
PUBLIC WORKS

City of Pasadena
100 North Garfield Ave, N306
Pasadena, California

Phone
626-744-7345

Email
hmelbourn@cityofpasadena.net

Projects: City of Pasadena on Call,
see page 14.

MANUEL ENRIQUEZ

DIRECTOR, DEPARTMENT OF PARKS
AND RECREATION

City of Duarte
1600 Huntington Drive
Duarte California

Phone
626-357-7931

Email
menriquez@accessduarte.com

Projects: Duarte Fitness Center,
Durate Civic Center Exterior, see
page 15-16.

REBECCA PEREZ

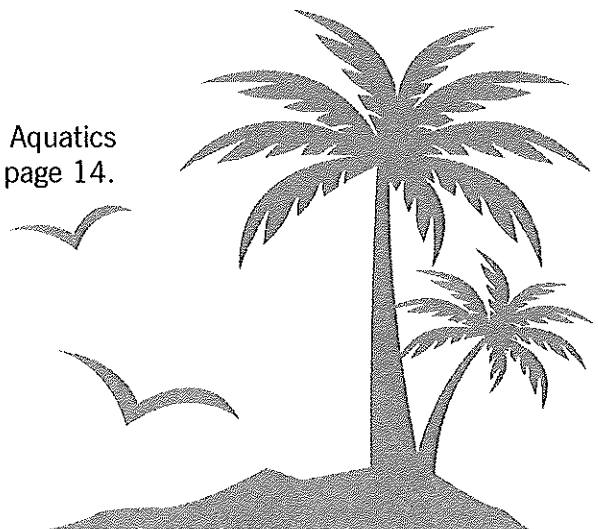
DIRECTOR, DEPARTMENT OF
COMMUNITY SERVICES & MISSION
PLAYHOUSE DIRECTOR

City of San Gabriel
425 South Gabriel
San Gabriel, California

Phone
626-308-2875

Email
rperez@sgch.org

Projects: San Gabriel Aquatics
Feasibility Study, see page 14.



PASSION FOR PLACE[®]

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

F. FEE PROPOSAL



		Rate	Salary
2025-2028 BASIC HOURLY RATE SCHEDULE	MANAGING PRINCIPAL	\$270	\$187,200
	SENIOR - ARCHITECT	\$200	\$138,667
	ARCHITECT	\$180	\$124,800
	JOB CAPTAIN	\$160	\$110,933
	DESIGNER/DRAFTER	\$120	\$83,200
	ADMINISTRATION	\$125	\$83,200

WE REVIEW OUR RATES AGAINST THE PUBLISHED AIA RATES, AS WELL AS ONE OR TWO COMPARABLE MARKETS, TO ENSURE WE REMAIN COMPETITIVE WITHIN THE INDUSTRY



		Rate	Salary	Hourly Rate Reference
2025-2029 BASIC HOURLY RATE SCHEDULE	CORPORATE PRINCIPAL	\$280	\$194,133	\$79.75
	PRINCIPAL	\$167	\$115,787	\$47.52
	SR. ASSOCIATE	\$152	\$105,387	\$43.27
	ASSOCIATE	\$112	\$77,653	\$31.85
	CAD I	\$108	\$74,880	\$30.68
	CAD II	\$102	\$70,720	\$28.90
	ADMINISTRATION	\$127	\$88,053	\$36.06

SUBCONSULTANT FEES ARE PROVIDED AT COST AND MAY INCLUDE A MAXIMUM 10% MARKUP



		Rate	Salary
2025-2029	PRINCIPAL	\$180	\$124,000
BASIC HOURLY RATE SCHEDULE			

SUBCONSULTANT FEES ARE PROVIDED AT COST AND MAY INCLUDE A MAXIMUM 10% MARKUP



FEE SCHEDULE FOR PROFESSIONAL SERVICES

ECORP Consulting, Inc. – 2025 Rates

<u>Classification¹</u>	<u>Rate/Hour</u>
Principal V	\$420
Principal IV	\$350
Principal III.....	\$300
Principal II.....	\$255
Principal I.....	\$240
Professional XI.....	\$255
Professional X.....	\$235
Professional IX.....	\$215
Professional VIII	\$200
Professional VII	\$185
Professional VI	\$175
Professional V	\$165
Professional IV	\$150
Professional III.....	\$140
Professional II.....	\$130
Professional I.....	\$120
Technician IV	\$115
Technician III	\$110
Technician II	\$100
Technician I	\$90
Project Admin III.....	\$130
Project Admin II.....	\$110
Project Admin I.....	\$100

¹Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computers, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.
8. Hourly rates will escalate at a rate of 3% per annum.

SUBCONSULTANT FEES ARE PROVIDED AT COST AND MAY INCLUDE A MAXIMUM 10% MARKUP



Schedule of Fees for City of Huntington Beach

On-Call Architectural Engineering, Landscape Architectural Engineering, And Professional Consulting Services 2025-2029

Contract Year	Billing Rates		Estimated Salary	
	2025 through 2029		2028-2029	
	SOF GW25 / LAB GW25 Escalated for 2029 (3%)			
Accounting Code:	Regular Billing Rate Per Hour	Prevailing Wage* Billing Rate Per Hour		
Professional Services				
Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$ 109		\$	67,858
Engineering Assistant/Lab Technician	\$ 109		\$	64,908
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	\$ 93	\$ 143	\$	61,848
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	\$ 98	\$ 148	\$	71,683
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	\$ 120	\$ 170	\$	79,332
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	\$ 137	\$ 187	\$	100,859
Staff Engineer/Geologist	\$ 142	\$ 192	\$	67,640
Senior Staff Engineer/Geologist	\$ 153	\$ 203	\$	101,187
Project Engineer/Geologist	\$ 164	\$ 214	\$	102,498
Senior Project Engineer/Geologist	\$ 175	\$ 225	\$	153,965
Senior Engineer/Geologist	\$ 197	\$ 247	\$	161,942
Associate Engineer/Geologist	\$ 224	\$ 274	\$	181,830
Principal Engineer/Geologist/Litigation Support	\$ 437	\$ 487	\$	181,830
Attorney Fees (General)	\$ 546		\$	181,830
Deposition or Court Appearance	\$ 601		\$	181,830
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out)	1.5 X Regular Hourly Rate			
Sunday and Holiday Rate	2 X Regular Hourly Rate			
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)				
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)				
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)				
* Prevailing Wage (PW) as determined applicable by California Department of Industrial Relations (DIR) and California Labor Code §1720, et. Seq				

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$305/day
Vehicle Mileage	0.75/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment	\$10/hr	55-Gallon Drum	120/ea
Vehicle	10/hr	Visqueen (6 mil 20X100')	135/roll
Special Inspection Equipment	5/hr	Traffic Cones/Barricades	35/day
Asphalt Cold Patch/Concrete	30/bag	TPHg(EPA 8015B)	70/ea
Double Ring Infiltrometer Equipment	200/day	TPHd/TPHmo	(EPA 8015M) 75/ea
GPS Unit	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Pick-up Truck	150/day	Methanol and/or Ethanol (EPA 8015M)	125/ea
Water Buffalo	75/day	Volatile Organic Compounds	(EPA 8260B) 125/ea
Dynamic Cone Penetrometer	400/day	Semi-Volatile Organic Compounds	(EPA 8270) 225/ea
Hand-Auger	50/day	PAHs (EPA 8270SIM)	185/ea
Distilled Water (5-gallon)	20/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	35/day	Single Metal	(EPA 6010B) 30/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	75/ea
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	125/day	PCBs (EPA 8082)	95/ea
Photo-Ionization Meter	150/day	Soil pH (EPA 9045C)	20/ea
Combustible Gas Meter	150/day	WET or TCLP Extraction	85/ea
pH/Conductivity/Temperature Meter	150/day	EPA 5035 Sample Kits	40/ea
Turbidity Meter	80/day	Asbestos (PLM)	25/ea
Air Sampling Pump	80/day	Asbestos (400-point count)	50/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	285/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	150/day	72-hour Turnaround Time	40% surcharge

SUBCONSULTANT FEES ARE PROVIDED AT COST AND MAY INCLUDE A MAXIMUM 10% MARKUP



PROFESSIONAL SERVICES RATE SCHEDULE through 2028

CLASSIFICATION	Hourly Rate	Avg Raw Rate
PROJECT MANAGEMENT		
Principal/Vice President	\$332.85	\$102.26
Senior Associate Principal	\$308.70	\$94.84
Associate Principal	\$301.35	\$92.58
Senior Project Manager Senior Technical Manager	\$291.90	\$89.68
Project Manager Technical Manager	\$286.65	\$88.06
Engineering Manager Surveying Manager Planning Manager	\$263.55	\$80.97
TECHNICAL STAFF		
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$244.65	\$75.16
Project Engineer Project Surveyor Project Planner	\$215.25	\$66.13
Design Engineer Staff Surveyor Staff Planner	\$187.95	\$57.74
BIM Specialist I	\$187.95	\$57.74
BIM Specialist II	\$215.25	\$66.13
BIM Specialist III	\$244.65	\$75.16
Technician I	\$178.50	\$54.84
Technician II	\$190.05	\$58.39
Technician III	\$207.90	\$63.87
Technician IV	\$223.65	\$68.71
Technician V	\$241.50	\$74.19
Drafter I	\$139.65	\$42.90
Drafter II	\$153.30	\$47.10
Drafter III	\$165.90	\$50.97
Drafter IV	\$183.75	\$56.45
Engineering Assistant Surveying Assistant Planning Assistant	\$116.55	\$35.81
FIELD SURVEYING		
Survey Party Chief	\$244.65	\$75.16
Instrument Person	\$210.00	\$64.52
Survey Chainperson	\$157.50	\$48.39
Utility Locator I	\$128.10	\$39.35
Utility Locator II	\$180.60	\$55.48
Utility Locator III	\$217.35	\$66.77
Utility Locator IV	\$246.75	\$75.81
Apprentice I	\$96.60	\$29.68
Apprentice II	\$130.20	\$40.00
Apprentice III	\$143.85	\$44.19
Apprentice IV	\$152.25	\$46.77
CONSTRUCTION ADMINISTRATION		
Senior Consultant	\$320.25	\$98.39
Senior Construction Administrator	\$279.30	\$85.81
Resident Engineer	\$206.85	\$63.55
Field Engineer I	\$187.95	\$57.74
Field Engineer II	\$215.25	\$66.13
Field Engineer III	\$244.65	\$75.16
Field Engineer IV	\$262.50	\$80.65
FUNDING & GRANT MANAGEMENT		
Director of Funding Strategies	\$228.90	\$70.32
Funding Strategies Manager	\$210.00	\$64.52
Funding/Research Analyst I	\$143.85	\$44.19
Funding/Research Analyst II	\$165.90	\$50.97
Funding/Research Analyst III	\$176.40	\$54.19
Funding/Research Analyst IV	\$194.25	\$59.68
ASSISTANTS		
Project Coordinator	\$156.45	\$48.06
Senior Project Assistant	\$134.40	\$41.29
Project Assistant	\$118.65	\$36.45
Clerical Administrative Assistant	\$99.75	\$30.65

Expert witness rates are available upon request. Subject to the terms of a services agreement.

Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.

Allowable mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

The rates shown are subject to periodic increases, including January 1st of each year.

Combined Percentage for Fringe, OH ICR: 199.99%

SUBCONSULTANT FEES ARE PROVIDED AT COST AND MAY INCLUDE A MAXIMUM 10% MARKUP

COST PROPOSAL ON-CALL ARCHITECTURAL SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2025

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).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com		CONTACT NAME: Sherry Young PHONE (A/C, No, Ext): 949-242-9237 E-MAIL: syoung@risk-strategies.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: Beazley America Insurance Company, Inc. INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 35289 16510
CA DOI License No. 0F06675				
INSURED Dahlin Group, Inc. 5865 Owens Drive Pleasanton CA 94588				

COVERAGES

CERTIFICATE NUMBER: 86038931

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		7094259748	9/1/2024	9/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		7094259734	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE			7094259720	9/1/2024	9/1/2025	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC 7 94259751	9/1/2024	9/1/2025	<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			C15S6W252001	5/31/2025	9/1/2026	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Projects as on file with the insured including but not limited to Architectural Services for Projects For/Within the City, its officers, elected or appointed officials, employees, agents and volunteers are named as additional insureds on the general and auto liability policies. General Liability policy is primary and non-contributory.
30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies.

By:
MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach
2000 Main St.
Huntington Beach CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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