## PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND BUREAU VERITAS NORTH AMERICA, 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 BUREAU VERITAS NORTH AMERICA, 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 Michael McDonald 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. <u>TERM; TIME OF PERFORMANCE</u>

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. <u>COMPENSATION</u>

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

## 5. EXTRA WORK

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

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## 6. METHOD OF PAYMENT

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

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

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

## 8. HOLD HARMLESS

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

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

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

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

## 9. PROFESSIONAL LIABILITY INSURANCE

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

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

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

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

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

## 10. CERTIFICATE OF INSURANCE

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

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

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

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

## 11. INDEPENDENT CONTRACTOR

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

## 12. 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

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

## 13. ASSIGNMENT AND DELEGATION

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

## 14. COPYRIGHTS/PATENTS

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

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

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

## 16. NOTICES

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

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

TO CITY:

TO CONSULTANT:

City of Huntington Beach ATTN: Dir. Comm. & Library Services 2000 Main Street Huntington Beach, CA 92648 Bureau Veritas North America, Inc. ATTN: Michael McDonald 220 Technology Drive, Suite 100 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. <u>INTERPRETATION OF THIS AGREEMENT</u>

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

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

## 21. <u>DUPLICATE ORIGINAL</u>

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

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

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

## 24. ATTORNEY'S FEES

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

## 25. SURVIVAL

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

## 26. GOVERNING LAW

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

## 27. SIGNATORIES

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

## 28. ENTIRETY

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

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

## 29. EFFECTIVE DATE

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

This Agreement shall expire when terminated as provided herein.

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

CONSULTANT, CITY OF HUNTINGTON BEACH, a BUREAU VERITAS NORTH AMERICA, municipal corporation of the State of California INC. Mayor print name ITS: (circle one) Chairman/President/Vice Presiden City Clerk AND INITIATED AND APPROVED: Director of Community & Library Services print name ITS: (circle one) Secretary/Chief Financial Officer/Asst. REVIEWED AND APPROVED: Secretary - Treasurer 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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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,		
BUREAU VERITAS NORTH AMERICA, INC.	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California	
Ву:	Mayor	
print name  ITS: (circle one) Chairman/President/Vice President	City Clerk	
AND	INITIATED AND APPROVED:	
Ву:	Ichlus 1000	
print name	Director of Community & Library Services	
ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer	REVIEWED AND APPROVED:	
	City Manager	
	APPROVED AS TO FORM:	
	Mi Va	
	City Attorney	

## EXHIBIT "A"

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

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

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

SEE ATTACHED EXHIBIT A

- C. <u>CITY'S DUTIES AND RESPONSIBILITIES:</u>
- D. <u>WORK PROGRAM/PROJECT SCHEDULE:</u>

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.



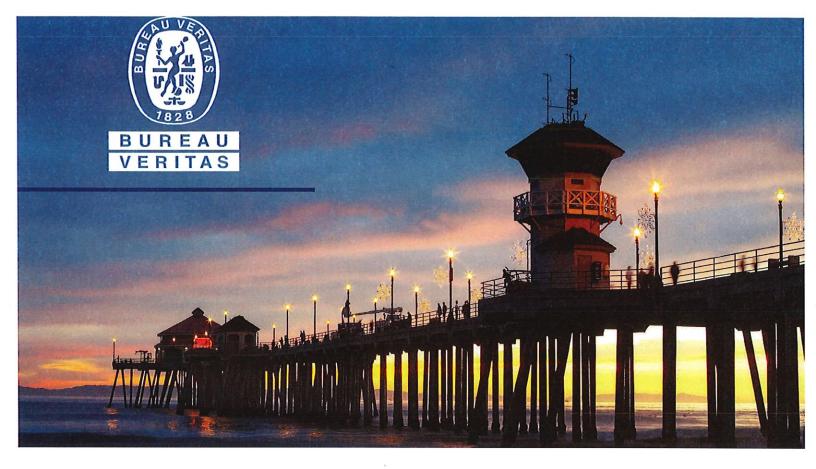
April 29, 2025

## CONTACT FOR THE CITY OF HUNTINGTON BEACH

Finance Department 2000 Main Street Huntington Beach, CA 92648 Attention: Cody Hernandez

## CONTACT REGARDING THIS SUBMITTAL

Michael McDonald, AIA
Director of Architecture
Bureau Veritas North America, Inc.
220 Technology Drive, Suite 100
Irvine, CA 92618
Mobile: 323.578.6099 Phone: 949.860.4800
michael.mcdonald@bureauveritas.com



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## A. VENDOR APPLICATION FORM AND COVER LETTER

## REQUEST FOR PROPOSAL

## **VENDOR APPLICATION FORM**

TYPE OF APPLICANT:	☐ NEW	CURRENT VENDOR				
Legal Contractual Name of Corpor	ration:	Bureau Veritas North America, Inc.				
Contact Person for Agreement: Michael McDonald						
Corporate Mailing Address:		nology Drive, Suite 100				
City, State and Zip Code:	Irvine, CA	92618				
E-Mail Address: marketing.bvae@bu	reauveritas.com					
Phone: 800.733.0660		Fax:				
Contact Person for Proposals: Mic	chael McD	onald				
Title: Director of Architecture		E-Mail Address: michael.mcdonald@bureauveritas.com				
Business Telephone: 800.733.	0660	Business Fax:				
Year Business was Established: Is your business: (check one)	2003					
☐ NON PROFIT CORPORAT	ION 🔳	FOR PROFIT CORPORATION				
Is your business: (check one)						
<ul><li>CORPORATION</li><li>INDIVIDUAL</li><li>PARTNERSHIP</li></ul>	SOLE I	ED LIABILITY PARTNERSHIP PROPRIETORSHIP CORPORATED ASSOCIATION				

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

Names	Title	Phone				
Shawn Till	CEO and President	800.733.0660				
Riad Habib	Senior Vice President	800.733.0660				
Heather B. Bush	Vice President and Secretary	800.733.0660				
Matthew Munter	Executive Vice President	800.733.0660				
Richard Henrikson	Vice President	800.733.0660				
Federal Tax Identification Number:	06-1689244					
City of Huntington Beach Business Lice	ense Number: A29	3282				
(If none, you must obtain a Huntington Beach Business License upon award of contract.)						
City of Huntington Beach Business Lice	ense Expiration Date: 6/3	0/2025				

## **References of Work Performed Form**

(List 5 Local References)

## Comany Name: Bureau Veritas North America, Inc.

1. Name of Reference: Huntington Beach				
Address: 2000 Main Street, Huntington Beach, CA 92648				
Contact Name: Jerry Thompson Phone Number: 714.960.8845				
Email: jerry.thompson@surfcity-hb.org				
Dates of Business: 2024				
2. Name of Reference: Orange County Public Works				
Address: 2023 W Collins Ave, Orange, CA 92867				
Contact Name: Rick De Jobg Phone Number: 714.647.4966				
Email: rick.dejong@ocgov.com				
Dates of Business: 2019				
3. Name of Reference: Orange County Public Works				
Address: 2023 W Collins Ave, Orange, CA 92867				
Contact Name: Scott Dessort Phone Number: 714.667.4924				
Email: scott.dessort@copw.ocgov.com				
Dates of Business: 2020				
4. Name of Reference: Orange County Community Resources				
Address: Orange, CA				
Contact Name: Karen Chieng Phone Number: 949.923.3758				
Email: karen.chieng@ocparks.com				
Dates of Business: 2016-2019				
5. Name of Reference: City of Los Angeles General Services Department				
Address: Los Angeles, CA				
Contact Name: Richard Telles Phone Number: 213.473.7961				
Email: richard,telles@lacity.org				
Dates of Business: 2017-current				

## A. COVER LETTER

April 29, 2025

City of Huntington Beach Finance Department 2000 Main Street Huntington Beach, CA 92648 Attention: Cody Hernandez

## Re: On-Call Architectural Engineering, Landscape Architectural Engineering, and Professional Consulting Services

Dear Mr. Hernandez,

On behalf of Bureau Veritas North America, Inc., (BVNA), we are pleased to submit our qualifications to provide On-Call Architectural Engineering, Landscape Architectural Engineering, and Professional Consulting Services for the City of Huntington Beach (the City). We take great pride in our ability to provide exemplary services to our clients.

BVNA has more than 40 years experience providing assistance to municipalities in California. As a local entity, BVNA has offices in Irvine, San Diego and Los Angeles. This well positioned team can provide on-call and even emergency assistance for all needs. BVNA has held many similar on-call architecture and engineering contracts for cities and municipalities throughout California, which will leverage into a very accessible partnership for the City.

BVNA hopes to offer a turn-key experience for the City of Huntington Beach. We will utilize our in-house team of architects, mechanical, electrical, plumbing, structural and civil engineers; as well as LEED AP qualified energy experts and ADA compliance personnel.

BVNA looks forward to a successful, professional relationship with the City of Huntington Beach by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations. We have included Richard Henrikson, PE, LEED AP, Engineering Technical Director, who is authorized to bind contracts. Michael McDonald, AIA, will be the Principal-in-Charge and Architecture Lead for this on-call contract. Please reach out to Michael with all inquiries regarding this submittal.

BVNA acknowledges that we have received and considered the addenda, and included necessary changes to this proposal as needed. This proposal will be valid for 180 days from date of submittal.

Sincerely,

Michael McDonald, AIA Director of Architecture

mm

Bureau Veritas North America, Inc.

220 Technology Drive, Suite 100

Irvine, CA 92618

Mobile: 323.578.6099 Phone: 949.860.4800

michael.mcdonald@bureauveritas.com

## FIRM QUALIFICATIONS AND BACKGROUND

Bureau Veritas North America, Inc., (BVNA) is a multidisciplinary, Architectural & Engineering (A&E) services firm offering technical studies, facility condition assessments (FCA), design, permitting, and assistance during construction services. BVNA is fully staffed to manage simultaneous multiple projects of almost any sizes. Our principals and staff can provide commitments of time suitable to the needs of the City of Huntington Beach (City) projects. We have the in-house resources to fully staff City projects without program disruption or cost impact.

BVNA has 4,000 staff in North America, of which about 300 are in California; the majority of that being in Southern California. We have conducted many projects for the City under previous master agreements and task orders, and we look forward to continuing to do so. We pride ourselves on the scheduling, logistics, and mobilization of our staff to provide services at multiple sites on compressed schedules. Our project managers assemble qualified teams in the project areas quickly. Our teams are familiar with codes governing City projects. We are skilled at completing simultaneous multiple projects and have built-in measures for quality assurance/ quality control to complete projects to our Citys' satisfaction. We consider meetings, communication, scheduling, management, budget, and quality control to be crucial elements to each engagement.

In 2019, Bureau Veritas acquired Owen Group LP, an ENR ranked Top 500 Engineering Firm, Top 500 Green Design Firm, and Top 100 Construction Management Firm. Owen Group has provided high quality project management and design for over 10,000 projects since 1981, and has received more than 50 awards in recognition for its projects. The company is now recognized as Bureau Veritas Architectural and Engineering division, or internally referred to as BVAE. This partnership has allowed BVNA to expand the benefits provided to its current and future Cities by increasing the level of support provided, diversifying service offerings, and enabling its teams to work together to cross-train, tap into subject matter experts, and successfully support innovative and complex

projects in Southern California and across the United States. The personnel, experience, and expertise of this group, coupled with BVNA's access to voluminous resources and well-established brand, will facilitate delivery of unparalleled architectural and engineering design services.

## AREAS OF TECHNICAL EXPERTISE

BVNA has been providing architectural and engineering services on public agency and private sector projects for more than 40 years. BVNA's depth of professional personnel and experience in providing as-needed services have allowed us to successfully meet the consulting services needs of numerous municipal, federal, state, public school districts, higher education, transportation, and other public agencies with wide variance of project sizes, types, and varying schedules.

We understand that the City's construction improvement projects will vary in size, construction value, and necessary disciplines, and that most will be time sensitive. BVNA's depth of experience providing these services for the City has enabled our professional's valuable insight how to effectively manage projects involving new design and design for renovation, expansions, and upgrades of buildings, sites, mechanical building systems, and supporting internal facility systems. BVNA's Principal professionals for this City contract bring many years of directly related experience in architectural design and civil, structural, mechanical, electrical, and plumbing engineering design. BVNA's project manager and discipline leads have each performed or supervised multiple City projects on as as-needed basis.

BVNA's professionals are well versed with the California Building Code, Title 24 codes, LADBS requirements, building standards and programs under the Seismic Safety Act, LEED Design specifications, and other applicable guidelines, which govern the work BVNA performs.

In addition to our design work, BVNA's California Registered Architects and Licensed Engineers will be actively supported by our in-house team members in accessibility compliance specialists (CASp), fire & life safety (FLS) disciplines, commissioning agents (CxA), LEED consultants and energy auditing specialists, estimators, specification writers, procurement specialists, plan and constructibility reviewers, software management, construction management, value engineers, BIM/REVIT, CAD drafting, and support personnel.

## **ARCHITECTURAL**

BVNA (formerly Owen) takes pride in leading project teams in the architectural design of efficient, functional, and cost-effective projects. Our key architectural staff members have broad experience in master planning, programming, feasibility studies, building survey and evaluation, facility condition assessments, design, and construction support services. The team works closely with our in-house multi-disciplined engineers and other design professionals to ensure our clients the utmost in design coordination. From the initial project programming and preliminary design concept to completion of construction, our work reflects innovative approaches to solving even the most complex space and design problems.

BVNA's architectural division is supported by our engineering group for both new construction and modernization, upgrades and improvement projects, remodeling and repair of a wide variety of facilities including building/facility design, hardscape and landscape design, ADA compliance upgrade design, space planning, infrastructure upgrades, mechanical, electrical and plumbing projects, central plants and seismic upgrades.

Our hardware and software technologies are at the leading edge of technology and our communication and information exchange systems employ the latest developments in efficiency and sophistication. BVNA implements a fully comprehensive three-dimensional program, Building Information Modeling (BIM) system Revit, for documentation and quality assurance/quality control.

Our integrated cross-discipline environment also facilitates uncomplicated lines of communication and a more open exchange of ideas. Our expertise in all facets of design and construction also allows us to provide effective management and thorough risk analysis from the start to optimize the construction process. The following is a list of architectural services BVNA provides for a broad range of Cities.

## **ARCHITECTURAL SERVICES INCLUDE:**

- Programming
- Facilities Condition Assessments
- Feasibility Studies
- Accessibility Studies & Compliance
- Architectural Design
- Design Review
- ADA, DOT, DSA, and California Building Code Title
   24 Compliance Evaluations and Design
- Hardscape and Landscape Evaluations
- Conceptual Design/Design Engineering
- LEED-EB Projects
- · Construction Cost Estimating
- Technical Specifications
- Value Engineering Studies
- Life Cycle Cost Benefit Analysis
- Computer Aided Design/Drafting, Document
- Imaging, and Record Drawing Digitizing
- Constructability/Peer Review
- · Interior Design
- FF&E
- Space Planning

## **ELECTRICAL ENGINEERING**

BVNA specializes in all aspects of electrical engineering design, including supporting electrical systems and wiring for all mechanical equipment, HVAC, fire protection and sprinkler systems, fire alarm and life safety systems, low voltage and wireless services and distribution, medium to high voltage services and distribution, emergency generators and power back up, generators, UPS, IT infrastructure, data centers, CCTV, telecommunications, security systems, and much more.

To design optimal lighting systems, BVNA uses state-of- the-art computer programs, as well as the latest versions of industry codes and standards. On top of this optimal design, BVNA also analyzes various engineering problems such as voltage drops, short circuit currents, relay selection and coordination, grounding systems, and motor starting problems. BVNA also has extensive experience in power system design range from 120V to 34.5kV. Engineering tasks include relay coordination, short circuit and fault analysis, arc flash analysis duct bank thermal analysis based on Neher McGrath method, low resistance system design using Schwarz's equation based on IEEE standard 80, cable pull tension calculation and HV vault configuration.

## Electrical engineering services include:

- Power distribution systems
- Lighting and lighting controls
- Lightning Protection design
- · Emergency/standby power systems
- Prime power generation systems
- · Fire alarm systems
- Computer networking
- Security systems
- Public address systems
- Life safety systems
- Cable television systems
- Communication systems
- Telephone and data
- Intercom and paging
- Grounding and bonding
- 24/7 power systems
- LEED Certification
- Commissioning

## **MECHANICAL AND PLUMBING ENGINEERING**

BVNA specializes in the design of mechanical, electrical, and plumbing systems and for new construction and renovations and upgrades to existing systems. Specific to mechanical and plumbing systems for public agencies, our firm provides comprehensive mechanical, electrical, and plumbing engineering design for HVAC, central plants, chillers, cooling towers, chilled water distribution systems, thermal energy storage, cogeneration, air filtration, refrigeration, plumbing and piping system design, fire sprinkler design, design of fluid transport, backflow prevention, energy management systems (EMS), and other mechanical and plumbing systems relevant to the industry we serve. State-of-the-art computer modeling programs are utilized to arrive at optimum design solutions. These programs, as well as the latest versions of the industry codes and standards enable BVNA to perform engineering design and commissioning services for optimal, energy efficient systems.

Additionally, BVNA uses up-to-date computer software for HVAC calculations, Title 24 energy efficiency certification, duct and piping design, load analysis, hydronic system modeling, master planning, and engineering economics. These programs, as well as the latest versions of industry codes and standards, enable us to study and design optimal, energy-efficient systems that are workable, cost-effective, and safe.

## UNDERSTANDING OF THE CITY OF HUNTINGTON BEACH

Bureau Veritas will provide the City of Huntington Beach with access to Architectural, Landscape Architecture, MEP and Structural engineering expertise and services on an as-needed basis to support the city's design and construction projects. We have assembled an architecture, electrical and structural engineering team that is familiar with On-Call processes and work for buildings, sites and programs of various sizes and complexities. Based on the information provided in the RFP, we fully understand the services necessary for the scope of work for the City of Huntington Beach On-Call Projects. The potential architecture tasks may include:

- · Kick-Off and Progress Meetings
- Preliminary Plans and Design/Schematic Design
- Permitting/Entitlements
- Landscape Architecture
- Feasibility studies to assess the viability of proposed project
- Renderings if required
- Accessibility assessments and documents for corrective action
- Technical studies, reports and presentations
- Design development
- Construction documents and specifications
- Cost estimating
- · Value engineering if required
- Project bidding assistance, bid analysis, respond to bid RFI's
- Construction administration
- On-Call services

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## 1. Implementation Plan

Bureau Veritas will provide the City of Huntington Beach with access to Architectural, Landscape Architecture, MEP and Structural engineering expertise and services on an as-needed basis to support the city's design and construction projects. We have assembled an architecture, electrical and structural engineering team that is familiar with On-Call processes and work for buildings, sites and programs of various sizes and complexities. Based on the information provided in the RFP, we fully understand the services necessary for the scope of work for the City of Huntington Beach On-Call Projects. The potential architecture tasks may include:

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- Technical studies, reports and presentations
- Design development
- Construction documents and specifications
- Cost estimating
- · Value engineering if required
- Project bidding assistance, bid analysis, respond to bid RFI's
- Construction administration
- On-Call services

We recognize the need for design and technical excellence for these On-Call projects and we will be responsible for the design and delivery of documents for various milestones required by The City of Huntington Beach and the City of City of Huntington Beach Building Department. Furthermore, we will ensure that various building systems and site elements are properly designed and coordinated across all disciplines and that the project meets all local life safety and environmental codes, while at the same time coordinating cost estimates when required and project scheduling to ensure an on-time, on budget delivery. Lastly, we will work closely with The City of

Huntington Beach and the Contractor during the construction phase.

We are committed to providing consistent quality for each discipline we practice and on every project we deliver. To ensure completion of the scope of services, Bureau Veritas's quality control and quality assurance system incorporates standardized management and documentation practices to set and monitor clear strategies, goals, and objectives that are communicated and assigned for action within the team.

## **DESIGN AND DOCUMENTATION**

Complete, accurate and fully coordinated documents are essential for budgeting and seamless construction. Bureau Veritas's services are based on understanding an efficient project production system, including planning, design, documentation and construction.

## PLANNING + RESEARCH

The accuracy of initial research for On-Call projects is crucial to successful development. Bureau Veritas will thoroughly define and document all project parameters before beginning the design or technical process. These tasks include:

- 1. Identification of all code requirements
- Identification of all technical parameters
- 3. Survey of existing physical conditions and review of existing reports and evaluations if available

As in all phases of the work, this process is typically multi-disciplined, for which appropriate disciplines provide research within their areas of expertise. This information is shared at meetings that include The City of Huntington Beach, Bureau Veritas, consultants and appropriate user representation.

## **DESIGN PROCESS**

## Pre-Design/Schematic Design

Should these phases be required, we will survey the existing physical conditions and prepare a detailed Project Description in coordination with The City of Huntington Beach and stakeholders. Schematic Design documents will follow these initial tasks, as well as, appropriate discipline approaches for the project. Upon acceptance of the schematic design milestone, we will include all programmatic, building system requirements and all design disciplines with the appropriate level of detail for this phase. The final Schematic Design package will be presented to The City of Huntington Beach.

## **Design Development**

Should this phase be required, we will prepare a complete and detailed physical description of the building and site to refine the architectural, structural and MEP solutions. A presentation will be made during this phase to confirm the requirements of the program and The City of Huntington Beach and stakeholders. Prior to completion, a task specific cost estimate will be prepared and modifications will be made as necessary to maintain the project budget. Upon the satisfaction of these requirements, the project will be ready to enter the construction document phase.

## **Technical Details**

Technical details, if required, are developed in recognition of the prevailing construction ability and standards. In situations in which such details involve a higher degree of complexity or specially manufactured components, they are developed in consultation with the artisans and manufacturers who provide them. Appropriate mockup and testing procedures are specified to ensure the intended results.

Bureau Veritas has an exacting technical development standards and we are known for our experience in the development of technical details and systems.

## **Specifications**

If required, specifications will be prepared in collaboration between Bureau Veritas and the City of Huntington Beach. A specification file based upon CSI format will contain the results of all technical research. All appropriate City of Huntington Beach and contracting requirements are coordinated within the general conditions, supplementary conditions and technical specifications.

Bureau Veritas will implement a focused and detail oriented approach that complies with all applicable the City of Huntington Beach requirements. We recognize the importance that the deliverables for the City of Huntington Beach On-Call Consultant projects will comply with the standards and recommendations long after the project has been completed. Once awarded an On-Call project, we will compile a task specific work plan and schedule that we will use to monitor design progress through the completion of each project.

## 2. Scope of Work Requirements

BVNA will work closely with the City of Huntington Beach from the start of each project through the completion of the project. BVNA has standards and procedures in place to ensure timely delivery, both within budget and the specified time frames agreed upon during on-call Task Orders. BVNA will achieve client satisfaction and fulfill the requirements of the scope of work in the following ways:

## INTERNAL QA/QC POLICIES TO ASSURE QUALITY PRODUCT, SCHEDULE CONTROL, AND BUDGET CONTROL

## **Working Within Fixed Budgets**

BVNA's approach to managing and controlling project costs is founded in the identification and resolution of cost impacts early in the process when the firm has the most ability to influence the outcome. Potential costs are immediately identified and analyzed during review of assessment findings, identification of deficiencies and proposed corrections, then tracked, addressed, and resolved on a continual basis. BVNA retains staff specializing in developing project schedules and cost estimating with capabilities in providing project management. The firm's Project Manager and supporting estimating staff will perform independent audits of cost estimates to ensure accuracy and completeness.

BVNA is able to effectively manage large contracts requiring multiple sites, buildings, new construction, renovations, and improvements projects. The firm has gained a solid reputation in the industry for managing projects with cost efficiency, on schedule, within budget, and to the full satisfaction of its clients.

## **Meeting Time Schedules**

BVNA, in association with its subconsultant partners, retains a long established working relationship for a multitude of projects. This foundation of trust and respect has led to the delivery of quality work deliverables which the firm's clients have come to expect from the respective firms. As an organization, BVNA will provide the City with a cohesive team of highly qualified individuals to ensure each City project is completed to the City's complete satisfaction-on time and on budget. BVNA implements multiple layers

of quality control throughout the course of a project to ensure the firm meets time sensitive schedules.

## SCHEDULE CONTROL

BVNA utilizes common techniques to keep projects streamlined, organized, and on schedule. Periodic review and reporting include: Timeline Forecast, Progress Assessment, Progress Monitoring and Schedule Adjustment.

Utilization of these types of scheduling will track projects as they move through different phases and aid the project team in identifying project slippages and taking the steps necessary to correct them.

## Proximity to the City of Huntington Beach.

BVNA's office is centrally located to Huntington Beach, as most of our team is located in Irvine. Our team can easily be on site for meetings, presentations and during construction administration. BVNA can support with general projects as well any emergency-based task orders, if needed.

## 3. Sample Approach to Project Schedule

Please see the next page, (pg. 15) for sample schedule.

## 4. Specific Tasks Required from City Staff

Each project is unique, but we would typically need the City staff to provide project information, program or RFP, provide existing drawings, reports and documentation, attend meetings and provide input/comments on progress drawings and presentations. BVNA will incorporate the City staff comments into the next phase of drawings or the current phase if appropriate. BVNA sees each project as a collaborative effort with the client.

## CITY OF HUNTINGTON BEACH - RFP

## SAMPLE APPROACH

# PRELIMINARY DESIGN PROJECT WORK PLAN AND SCHEDULE

SCHEMATIC DESIGN/ DUE DILIGENCE

CONSTRUCTION ADMINISTRATION

BIDDING Ċ, CONSTRUCTION DOCUMENTS PERMITTING -0 CONSTRUCTION DOCUMENTS 

RFI responses Review construction submittals and substitution requests Attend progress construction meetings Issue sketches and drawing modifications as required Provide structural observations as required Coordinate with regulatory agencies as required Review contractor payment applications Close out and punch list	Duration/weeks
Prepare bid documents Addenda and responses Addenda and responses Abdenda and responses To bid questions Submittals and Assist with bid analysis Other required bid support Attend progress Services Services Services Coordinate with required Provide structura observations as Coordinate with required Review contract payment applica-	Duration/weeks
Incorporate plan check comments Revise structural, mechanical and electrical calculations as needed Cost estimate at 100% Deliverables CD drawings and specifications	Duration/weeks
Responses to comments from prior phase Submit stamped plans and calculations for approval Respond to plan check comments	Duration/weeks
Cost estimate at 50% Prepare construction documents - 55% Code worksheet Specifications Prepare structural, mechanical and electrical calculations	Duration/weeks
Site visit Prepare schematic design documents Code worksheet Product cut sheets	Duration/weeks

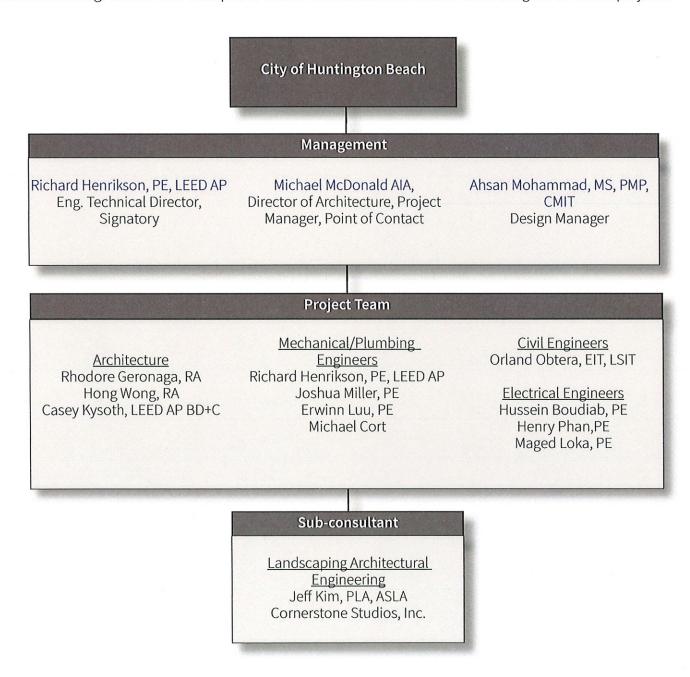
Note: a detailed work plan will be provided up award of each project, including schedule, cost estimate milestones and project specific tasks



## **EXPERIENCE OF PROPOSED STAFF**

BVNA has assembled a team of experts who are equipped to deliver exemplary services associated with the provision of on-call architectural engineering, landscape architectural engineering, and professional consulting services to the City. Each individual brings a wealth of knowledge unmatched by any other company. They have been specifically chosen for their experience in performing the required scope of work detailed in the request as well as their extensive list of certifications and licenses. The organizational chart below depicts lines of communication and areas of work for each professional.

Additionally, resumes for staff assigned to the City are included in the following pages. Resumes indicate the extent of training received and examples of where said team members have been assigned to similar projects.



## Richard Henrikson, P.E., LEED AP, Eng. Technical Director, Lead Mechanical/ **Plumbing Engineer**

Engineering, #M22095 CA Registered Civil Engineer,

**EDUCATION** Richard has 40 years of engineering experience in the public and private M.S., Civil Engineering sectors. His expertise on mechanical and plumbing infrastructure and B.S., Civil Engineering building systems encompasses HVAC, plumbing, fire protection, complex central plants, thermal energy storage, chillers, boilers, cooling towers, heat **REGISTRATIONS**/ exchangers, and energy management systems. Richard's experience covers **CERTIFICATIONS** all phases of design, from preliminary/conceptual design through design and LEED AP construction documents and construction, as well as facility assessment, CA Registered Mechanical and sustainability designs. Richard is an expert in energy efficient and sustainable design, implementation of energy management systems (EMS), and compliance management. His sustainable design solutions have often No. # C33092 far exceeded the clients expectations and this has earned him recognition a First Place National ASHRAE Energy Award for alternative energy design. He TOTAL YEARS OF also brings extensive experience in the conceptual design and detailed design **EXPERIENCE** of new buildings and modernization of existing facilities. This extends to 40+ detailed commissioning of building systems, both interior and exterior.

## PROJECT EXPERIENCE:

South Orange County Community College District (SOCCCD), Saddleback College BGS Building HVAC AHU-05 Zone Conversion to HHW Re-Heat, Mission Viejo, CA. Lead Mechanical & Plumbing Engineer, Project Manager. Mechanical, electrical and plumbing (MEP) engineering design, assistance during construction, and commissioning for replacement of existing variable air volume (VAV) boxes with new VAV boxes that have heating hot water (HHW) re-heat coils and controls. Existing VAV box power sources were reused as available and where capacity existed. Ductwork reconfiguration was also involved. The Building BGS rooms served from AHU-05 are 232. 233, 234, 235, 244, and 245.

**Orange County Public Works County Operations Center HVAC** Modernization, Central Plant Replacement, and Tenant Improvements, Santa Ana, CA, Lead Mechanical & Plumbing Engineer - Designed both HVAC modernization and TI, replaced and modernized three large air handling units, and renovated the first, second, and third floors of the County Operations Center Buildings A and B.

Orange County Harbor Justice Center (HJC) and West Justice Center **Design and Construction Administration Services for Generator** Replacement Project, Newport Beach, CA, Lead Mechanical & Plumbing Engineer, Project Manager - BVNA\*'s scope of architectural & engineering (A&E) services was to provide Design Development, Construction Documents, Bidding Assistance, and Construction Assistance for this project.

## Michael McDonald, AIA, NCARB, Director of Architecture

## **EDUCATION** Michael brings more than 25 years of diversified experience in architecture

BA, Environmental Design,

## Master of Architecture, SCI-Arc and interiors spanning projects from government, office buildings, K-12, higher education, landlord services and EV charging facilities. Michaels's experience covers all phases of design, from preliminary design through design development, construction documents and construction administration, as well as facility assessment. Michael's approach to design is idea-driven, while complemented by a strong technical background and attention to detail. He sees the design process as a close collaboration with clients, placing their goals and aspirations at the forefront. Michael will have oversight for all project issues, including project communication, resource

## LICENSES/CERTIFICATIONS

Registered Architect CA, #30494 National Council of Architectural Registration Boards, #63818 AIA Member, #38550189

## **PROJECT EXPERIENCE:**

British Petroleum (BP) Pulse/ TA Travel Center, A&E Project Manager

management, staff organization, planning and scheduling.

TOTAL YEARS OF - Semi-Truck EV Charging, solar canopy, BESS and microgrid system. Pilot **EXPERIENCE** project developing an existing gas station and travel center site to include overnight L2 chargers and L3 fast chargers for heavy duty trucks.

28+

Los Angeles Unified School District (LAUSD) Walk-In Freezer Cooler **Modernization, Director of Architecture -** Pilot Project for Grand View Elementary School, Markham Middle School, Mulholland Middle School, Huntington Park High School, Stanford Elementary School and Grant High School.

California Construction Authority, San Bernardino Fairgrounds, Resiliency Plan and Renovation of Existing Buildings and Fairgrounds. **Director of Architecture** 

California Construction Authority, Orange County Fairgrounds, Director of Architecture - Renovation of existing fairground buildings.

City of Industry - Transition and ADA Self-Evaluation Plan for City Facilities and Public Right of Way. Project Manager

Charge Infrastructure Nationwide Auto Dealership Electrical Vehicle **Charging, Project Architect -** EV Charging Stations at multiple locations throughout the United States

Electricfy America - Electrical Vehicle Charging Infrastructure & Charger **Installation, Project Architect -** EV Charging Stations at multiple locations throughout the United States.

Bureau Veritas Laboratory Renovation Project (75,000 sf), Sparks, Nevada. Director of Architecture

Atria Senior Living, Project Manager - Renovation and repair of multiple senior living facilities, throughout the US.

Judicial Courts of California, East County Regional Center, San Diego, CA, Project Architect - Ceiling and Wall Assessment Report

## Ahsan Mohammed, PM, Project Manager

BS, Civil Engineering

**EDUCATION** Ahsan has over 7 years of experience in the construction industry on various MS, Construction projects with Bureau Veritas. He is a highly motivated Civil Engineering Management graduate with a Masters in Construction Management and has a firm understanding and extensive experience in various aspects of the industry. Ahsan has worked on different projects showcasing his ability to multitask, professionalism and desire to learn. He has firm understanding of OSHA regulations, as well as competency in project management, project delivery systems, preliminary budgeting, execution of plan, schedule, value engineering, and construction site management.

## LICENSES/CERTIFICATIONS PMP & CMIT

## **TOTAL YEARS OF**

## **EXPERIENCE PROJECT EXPERIENCE:**

LAUSD - ADA Barrier Removal projects, Los Angeles, CA. Worked on 15 LAUSD project to make it ADA complaint. He helped us creating a detail log of Submittals for the projects, RFI, record quantity take-off, reviewing the blue prints and project scheduling. Maintained detailed logs of project paperwork including RFIs, submittals, meeting minutes, and daily logs Assisted with the maintenance of the project schedule and baseline schedule. Assisted Project Managers with budget control.

LAPD - Urgent & Primary Care Clinic Renovation, CA. Mr. Ahsan Assisted in pre-construction quantity takeoff and worked closely with the project manager during the bidding process. Prepared ROM (Rough order of magnitude) estimate for the client and updated the schedule using Primavera P6 & MS Project. He managed the projects complete from the start of the construction till the closet out to get the LAPWD certification.

LAPD – Carson Sheriff Station Tenant Improvement, CA. Assisted seniors with quantity takeoffs of material, equipment & labor and determined the unit prices. Maintained detailed logs of project paperwork including RFIs, submittals, meeting minutes, and daily logs Assisted in material procurement by reviewing quotations for accuracy and negotiating with vendors. Maintained changed orders, substitution requested and He managed the projects complete from the start of the Design phase construction till the closet out to get the LAPWD certification

City of Santa Ana - Tiny Tim Plaza Re-Development/Bridging the Aqua/Santa Ana Veterans Village, CA. The scope of work includes the ADA Assessment for new construction. Mr. Ahsan assisted the lead CASP project manager in managing these 3 public works projects. BVNA, formerly Owen Group, had provided ADA Assessment services and layout/interior construction bidding and securing al permits as well as construction management services. Mr. Ahsan managed the project from the CA phase as well as helping in getting permits and support from construction through closeout.

#### Rhodore Geronaga, RA, Lead Architect

**EDUCATION** Rhodore brings over 32 years of practical experience in master planning, B.S. Architecture programming, design, facility condition assessments (FCA), Facility Condition Index (FCI), risk analysis and management, and construction management LICENSES/CERTIFICATIONS of federal, state, municipal, educational, medical, and high-tech industrial CA Registered Architect, facilities. Rhodore serves as the Lead Architect and oversees daily activities # C24750 of the architectural department, providing planning and technical design AZ Registered Architect support, assigning manpower for projects, monitoring for development of # 71858 projects, conducting quality assurances reviews, inter-discipline coordination and constructability reviews and administration of projects through the **TOTAL YEARS OF** complete construction process. His architectural design experience includes **EXPERIENCE** handling of design projects from preliminary concepts, code analysis, 32 + preparation of contract documents, clients and government agency interactions, consultants and in-house disciplines coordination, vendors and suppliers management, and taking projects through construction administration and closeout process.

#### PROJECT EXPERIENCE:

#### Recent Los Angeles County Internal Services Division (LACIS) Projects

**LACISD HOA Plumbing Systems** 

LACISD DMH MLK JACMFM 3rd Floor Renovation

LACISD Hall of Administration 7th and 8th Floor HVAC Renovation

LACISD Hall of Records Basement HVAC Renovation

LACISD Civic Center Tunnel Egress Upgrade

#### Orange County Public Works County Operations Center Building B -Santa Ana, CA., Senior Project Manager - Architect. Assisted with the team to provide architectural, mechanical engineering, and electrical engineering services for design and construction assistance of the first floor HVAC redesign and new design, floor and wall finishes, ceiling / lighting replacement, and TI project scope.

Los Angeles Department of Public Works (LADPW) Master Contract for As-Needed Architectural Design and Design Review Services - Carson **Sheriff.** Senior Project Manager- Architectural. The Carson Sheriff Station is a historic building with a historical façade. BVNA was contracted to provide A&E design services for the modernization and expansion of this facility.

Los Angeles County Department of Public Works (LACDPW). Performs building evaluation/FCA services and prepares associated reports. All evaluation services provided by our staff are performed under the most recent County Real Property Acquisition Policy (REAP).

#### Hong Wong, RA, Architect

LICENSES/CERTIFICATIONS

CA Registered Architect, #C229867

Member of National Council of Architectural Registration Boards

> **TOTAL YEARS OF EXPERIENCE**

> > 37 +

**EDUCATION** Hong presents over 37 years of experience throughout the Southwestern B.S., Architecture states, including California, Arizona, Utah, and Nevada. His expertise includes the comprehensive and in-depth understanding of multiple building and fire codes, with direct experience leading and managing, as well as performing, plan check and construction plan review services for such clients as Administrative Office of the Courts (AOC - now Judicial Council of California - JCC), California Department of General Services (DGS), Division of the State Architect (DSA), California Department of Corrections and Rehabilitation (CDCR), U.S. Department of Veteran Affairs (VA), Office of Statewide Health Planning and Development (OSHPD), and many other agencies. Hong brings a wealth of federal project experience and, spanning from the Department of Energy to the U.S. Army Corps of Engineers. He is fluent in Cantonese, both conversationally and in writing.

#### PROJECT EXPERIENCE:

Los Angeles County Department of Public Works Redondo Beach Maintenance Yard and Restroom Deferred Maintenance Repairs. **Redondo Beach, CA.** Architect. Provided architectural and engineering services to improve the men's and women's restroom facilities, including: replacement of utility doors, bike path access with ADA compliance, and pavement repairs. Replaced guardrail and conduits in the yard.

Los Angeles County Department of Public Works Zuma State Beach Restrooms Maintenance Repairs. Malibu, CA. Project Architect. BVNA provided architectural and civil, structural, plumbing and electrical engineering services for deferred maintenance upgrades at six existing restroom buildings and 16 parking lots.

Orange County Community Resources On-Call Architectural and **Engineering Services - Orange County Parks Aliso and Wood Canyons** Wilderness Park, Aliso Viejo, CA. Project Manager. The project included architectural and engineering for the park visitor center, ranger office and restroom facilities. Designed and prepared construction documents for street utilities. Phase I work improved the parking area, Sycamore Grove gathering area, and Park Entrance Areas. Phase II work included construction of three entry buildings and related utility and site work.

State of California, Department of General Services Architectural Retainer Services Southern California Region. Project Manager. Provided as-needed architectural services for various state-owned facilities, ranging from hospital and medical to agriculture, libraries, courts, and garages.

Los Angeles County Public Works As-Needed Building Evaluation Services, Los Angeles, CA. Project Manager. Provided architectural analysis and assessments of county facilities to determine if various buildings were to code for structural integrity and ADA compliance.

#### Casey Kysoth, LEED AP BD+C, Production Manager

LICENSES/CERTIFICATIONS

LEED Accredited

**TOTAL YEARS OF** EXPERIENCE

**EDUCATION** Casey brings more than 26 years of practical experience in programming, B.S., Architecture design, and construction management of municipal; projects. He has performed multiple facility condition assessments for public agencies. He has worked on projects ranging from modernizations to new construction, to upgrades and improvements involving ADA and California Building Code Title 24 compliance requirements. Casey oversees projects from early conceptual design phase and taking projects through construction administration and closeout process. He has extensive ADA Survey experience dealing with Barrier Removal projects that required certification and close-out out by the Division of the State Architect (DSA). His experience includes preparation of accessibility documentation for Master Plan Construction Phasing Plans. Casey is responsible for supervising ADA accessibility site assessments by Certified Accessibility Specialist inspectors at various project sites to evaluate and establish a designated ADA path of travel, as well as to document and photograph non-compliant areas and features.

#### PROJECT EXPERIENCE:

City of Los Angeles General Services Department, Architecture and Engineering Services, Los Angeles, CA. BVNA is providing Architectural/ Engineering consultant services ranging from single tasks to responsibility for all services, including all phases of A&E design. Specific services include architectural programming, master planning, and design.

Orange County Public Works County Operations Center Building B Architecture and Engineering Services - Santa Ana, CA. Production Manager. Assisted with the team to provide architectural, mechanical engineering, and electrical engineering services for design and construction assistance of the first floor HVAC redesign and new design, floor and wall finishes, ceiling / lighting replacement, and TI project scope.

Los Angeles County Department of Public Works (LACDPW). BVNA is providing A&E and supporting services for various county-owned facilities. BVNA's scope includes conceptual designs through final designs, budget packages, ADA accessibility compliance, OSHPD compliance, LEED consulting, field and site investigations, preparation of reports, preliminary plans, working drawings, specifications, studies, construction documents, cost estimates, budgets, and more.

Los Angeles Department of Public Works (LADPW) Master Contract for As-Needed Architectural Design and Design Review Services - Carson Sheriff. Production Manager. The Carson Sheriff Station is a historic building with a historical façade. BVNA was contracted to provide A&E design services for the modernization and expansion of this facility.

#### Joshua Miller, PE, Mechanical/Plumbing Engineer

#### LICENSES/CERTIFICATIONS

CA Register Professional Mechanical Engineer, No. M38772

**EDUCATION** Josh has over 8 years of experience as a mechanical engineer. He specializes B.S., Mechanical Engineering in mechanical design principles, CAD software, and Microsoft Excel. He provides site surveys and investigations, load/energy modeling, HVAC system design and system selection, drafting, and value engineering. He studied robotics, control systems, system dynamics, thermodynamics, heat transfer, materials science, machining, economics and technical writing.

#### **PROJECT EXPERIENCE:**

#### TOTAL YEARS OF **EXPERIENCE**

Orange County Public Works - 1770 N Broadway HVAC Modernization Project - Design and CA. Mechancial/Plumbing Engineer. BVNA recently developed the HVAC Basis of Design (BoD) report and the design for the HVAC Modernization Project. BVNA rplaced the cooling tower, boiler and hydronic pumps and piping, replaced all water sourced head pumps, procided a new energy manangement system, and provided building carbon monoxide monitoring, filtered return grilles, and a new supply side ductwork.

Orange County Public Works - Madero Live-In Healthcare Facility HVAC Modernization Project - Design and CA. Mechanical/Plumbing Engineer. BVNA recently developed the HVAC Basis of Design (BoD) report and the design for the HVAC Modernization Project. The intent is to extend the life of the building for 20 to 25 years. BVNA replaced the split air system air handling unity and their associated condensing units, replaced all Packaged Terminal Air Conditioning (PTAC) units and rooftop PTAC, and provided a new energy management system.

Orange County Sheriff-Coroner Department Theo Lacy Facility Cooling Tower Replacement, Orange, CA. Architectural and engineering design services to replace the existing cooler tower on the roof of the administration building.

City of Commerce Brenda Villa Aquatics Center Spectator Section HVAC Replacement, Commerce, CA. Mechanical/Plumbing Engineer. Services provided included the replacement of an aging roof top unit (50 ton), increase size and extend ductwork for spot cooling, provide variable refrigerant system units for spot cooling, code compliance (California Energy Commission (CEC) Title 24), heating/cooling calculations, equipment selection, review of asbuilt drawings, and all phase of design through final construction drawings.

South Orange County Community College District Saddleback College Engineering and Design Services to Convert All BGS AHU-05 Zones to HHW Re-heat, Mission Viejo, CA. Mechanical Engineer. Provided engineering design for complete retrofit of existing VAV boxes with new VAV Boxes with HHW reheat coils and controls. BVNA is using existing power sources as available and where capacity permits.

#### Erwinn Luu, PE, Mechanical Engineer

TOTAL YEARS OF **EXPERIENCE** 

**EDUCATION** Mr. Luu is experienced in designing and developing HVAC systems and BS, Mechanical Engineering equipment, including air and hydronic systems. He has designed HVAC and plumbing systems for various sectors, including commercial, residential, entertainment, education, and healthcare. He has also demonstrated design experience within US federal and DOD markets, including USACE, NAVFAC, and AFCEC projects, adhering to specific requirements and standards.

4+

#### **PROJECT EXPERIENCE:**

University of California, Riverside, Physics Building Mechanical (HVAC), Electrical, and Plumbing Distribution Replacement Project. Mechanical **Engineer.** Replaced the air handling units as well as the replacement of multizone air handling unit

University of California, Riverside, Physics Building Mechanical (HVAC), Electrical, and Plumbing Distribution Replacement Project. Mechanical **Engineer.** Replaced the air handling units as well as the replacement of multizone air handling unit

Orange County Public Works - 1770 N Broadway HVAC Modernization Project - Design and CA. Mechancial Engineer. BVNA recently developed the HVAC Basis of Design (BoD) report and the design for the HVAC Modernization Project. BVNA rplaced the cooling tower, boiler and hydronic pumps and piping, replaced all water sourced head pumps, procided a new energy manangement system, and provided building carbon monoxide monitoring, filtered return grilles, and a new supply side ductwork.

Orange County Public Works - Madero Live-In Healthcare Facility HVAC Modernization Project - Design and CA. Mechanical Engineer. BVNA recently developed the HVAC Basis of Design (BoD) report and the design for the HVAC Modernization Project. The intent is to extend the life of the building for 20 to 25 years. BVNA replaced the split air system air handling unity and their associated condensing units, replaced all Packaged Terminal Air Conditioning (PTAC) units and rooftop PTAC, and provided a new energy management system.

#### Michael Cort, Mechanical/Plumbing Engineer

#### **LICENSES/CERTIFICATIONS** Michael is a Plumbing & Mechanical Designer with experience in all types of

Certification

**Revit Certification** 

5+

CAD Technologies building construction systems. He is technically proficient in AutoCAD MEP, Revit, NavisWork, and Bluebeam and knowledgeable with HVAC design and Title 24. He has worked in various industries including public agencies, education, housing, and retail. He communicates directly with the project team and clients on designs and develops project production timelines, **TOTAL YEARS OF** schedules and budgets. He has a proven track record of successfully **EXPERIENCE** completing multiple building construction and renovation projects.

#### **PROJECT EXPERIENCE:**

**Orange County Public Works County Operations Auditor-Controller** Buidling HVAC Modernization, Santa Ana, CA, Mechanical/Plumbing **Engineer** - Designed HVAC modernization, replaced cooling tower, boiler and hydronic pumps and piping, all water sourced heating pumps. Provided a new energy management system (EMS) and carbon monoxide monitoring, filtered return grilles, and new supply side ductwork.

Orange County Public Works - Madero Live-In Healthcare Facility HVAC Modernization Project - Design and CA. Mechanical/Plumbing Engineer. BVNA recently designed the HVAC Modernization Project. The intent is to extend the life of the building for 20 to 25 years. This involved the replacement of the split air system air handling units and their associated condensing units, replaced all Packaged Terminal Air Conditioning (PTAC) units and rooftop package units, and new energy management system.

Compton Unified School District HVAC Engineering Services, Compton, **CA. Electrical Engineer**. Designed the HVAC for the kitchens and ancillary spaces for the other 17 schools from the equipment schedules that have already been developed. BV completed these designs for DSA plan check submittal, including associated design items that DSA requires in its plan check review sets.

Kimco Headquarters Jericho Atrium Phase 4 Mechanical Upgrades Project in Jericho, New York. Mechanical/Plumbing Engineer.

Engineering services for the design and construction assistance including project management, construction drawings, assistance during plan check, construction, and final construction documents.

Getty Building Mechanical, Electrical, Plumbing, and Fire Protection Desgin, Los Angeles, CA. Mechanical/Plumbing Engineer. Provided the MEP engineering services for design and assistance during construction for the central MEP systems renovation for the building at 640 N. Sepulveda, Los Angeles, CA, Designed HVAC/Mechanical sytems, plumbing and electrical systems, and a PV solar system with battery energy storage system (BESS).

#### Orland Obtera, EIT, LSIT, Lead Civil Engineer

CA Engineer-in-Training,

CA Land Surveyor-in-Training,

26 +

**EDUCATION** Orland is an accomplished project manager with more than 26 years of B.S., Civil Engineering success across the management of civil engineering, architectural, logistics, transportation, educational and aviation industries, within various public LICENSES/CERTIFICATIONS agencies. He has extensive experience in leading projects as part of the program management team. He is thoughtful and creative in his approach to 113805 solving clients' challenges and works to break free from stagnation and reignite growth, leading to successful implementation. He believes in finding solutions 6100 to project challenges, providing added value to the project team. His approach OSHA 30 Hour Certificate is to work as an extension of the clients' staff. He wants people and projects to succeed, understanding their success is his success. He is currently serving TOTAL YEARS OF as civil project manager with the design build team for the Los Angeles Metro **EXPERIENCE** Center Street Project.

#### PROJECT EXPERIENCE:

Los Angeles County Metropolitan Transportation Authority (LA Metro) Center Street Project Design Build. Civil Project Manager. Currently providing civil engineering for the single-story, 26,000 sq. ft, \$100M essential facility with future 2nd floors of enclosed space built over at least 91 at-grade parking spaces that will house Metro's new Emergency Operations Center (EOC) and Security Operations Center (SOC) while accommodating a 50-year expansion within the allocated project budget. Civil engineering services include storm drain design, sewer design, water system design and street improvements.

Los Angeles County Internal Services Department (LAC ISD) - DCFS McCourtney Playground Refurb Project. Los Angeles, CA. Civil Project Manager. Provided civil engineering design for playground equipment demolition, artificial turf reconstruction, stormwater utility connections, and all other appropriate civil engineering design work for permitting and constructing the proposed playground equipment demolition, artificial turf reconstruction of LAISD - DCFS McCourtney Playground Refurb Project.

Los Angeles Community College District East Campus Underground Filtration Project. Los Angeles, CA. Civil Project Manager. Provided civil engineering design services for East Campus Underground Filtration project at Southwest College. Project included installation of an underground infiltration system with pre-treatment systems integrated, installation of drainage improvements, installation and integration of grate inlets, design of a new maintenance and operations vehicle wash down area, and improvement to stormwater drainage.

Los Angeles County Internal Services Department (LAC ISD) DPSS Building Demolition Project. Los Angeles, CA. Civil Project Manager. Provided civil engineering design services for LAISD Building Demolition Project. This includes installation of an underground infiltration system, installation of drainage improvements, installation and integration of grate inlets, and improvement to stormwater drainage for Low Impact Development compliance.

#### Hussein H. Boudiab, P.E., Lead Electrical Engineer

M.S., Electrical Engineering B.S., Electrical Engineering

## LICENSES/CERTIFICATIONS

Registered Electrical Engineer:

WA #31421

AZ # 71543

**EDUCATION** Mr. Boudiab has been in electrical engineering management, design, and construction support for over 36 years. His work has covered a broad range of projects, including several areas, such as healthcare facilities, K12, institutional, commercial, mixed-use, and military. He has designed and supervised numerous projects in power distribution, lighting, fire alarm, and security systems. He is experienced in large infrastructure medium voltage design, energy calculations, and short circuit analysis and coordination CA #13351 studies. Mr. Boudiab is the former teacher assistant and part time lecturer from Cleveland State University. He assisted in the Electrical Machinery Laboratory and Micro Processors Laboratory. Completed all required courses for Doctor of Science in Electrical engineering, at Cleveland State University.

# **TOTAL YEARS OF**

#### **PROJECT EXPERIENCE:**

**EXPERIENCE Orange County Public Works County Operations Center Buildings** A & B HVAC. Santa Ana, CA. Electrical Engineer. Replaced the HVAC system throughout the COC's Building A&B. The work included review and confirmation of the accuracy of the existing HVAC distribution drawings and incorporating all undocumented conditions and the presence of all related HVAC components for compliance with current code requirements.

> Orange County Public Works John Wayne Airport | Programming Analysis, Evaluation, and Conceptual Design Layout for the Revision of Parking Structure Level 0 and Level 1. Lead Electrical Engineer. Provided the programming analysis, evaluation, and conceptual design layout of the revised and improved parking structure level 0 and 1 to meet JWA's needs.

South Orange County Community College District (SOCCCD), Saddleback College BGS Building HVAC AHU-05 Zone Conversion to HHW Re-Heat, Mission Viejo, CA. Lead Electrical Engineer. Mechanical, electrical and plumbing (MEP) engineering design, assistance during construction, and commissioning for replacement of existing variable air volume (VAV) boxes with new VAV boxes that have heating hot water (HHW) re-heat coils and controls. Existing VAV box power sources were reused as available and where capacity existed. Ductwork reconfiguration was also involved. The Building BGS rooms served from AHU-05 are 232. 233, 234, 235, 244, and 245.

Orange County Harbor Justice Center (HJC) and West Justice Center (WJC) Design and Construction Administration Services for Generator Replacement Project, Newport Beach, CA, Lead Electrical Engineer -BVNA's scope of architectural & engineering (A&E) services was to provide Design Development, Construction Documents, Bidding Assistance, and Construction Assistance for this project.

#### Henry Phan, Electrical Engineer

#### LICENSES/CERTIFICATIONS **LEED Accredited**

**TOTAL YEARS OF EXPERIENCE** 

27+

**EDUCATION** Mr. Phan has 27 years of experience in the development of Electrical Design BS Applied Electrical Engineering. He has worked on Renovation/Modernization of K-12 school Engineering in Computer building, Modular Building, University, Healthcare w/OSHPSD-3 Designs, Science Commercial, TI, Core & Shell Building, Power Distribution Upgrades, Standby & Emergency Generator Upgrades, Emergency Lighting Inverter/UPS Power System Upgrades, EVC Station Designs, Lighting & Controls System Upgrades, HVAC Power Upgrades, Fire Alarm Detail Designs and Security System Designs. He has worked on projects for Northrop Grumman, US Air Force Base, The March Air Reserve Command, New Manufacturing and Commercial Buildings for Northrop Grumman in states of Florida and California.

#### PROJECT EXPERIENCE:

Los Angeles Unified School District (LAUSD) Walk-In Freezer Cooler **Modernization, Electrical Engineer.** Pilot Project for Grand View Elementary School, Markham Middle School, Mulholland Middle School, Huntington Park High School, Stanford Elementary School and Grant High School. Los Angeles County Internal Services Department - Underground Utility Tunnels

Orange County Public Works County Operations Center Buildings A & B HVAC. Santa Ana, CA. Electrical Engineer. Replaced the HVAC system throughout the COC's Building A&B. The work included review and confirmation of the accuracy of the existing HVAC distribution drawings and incorporating all undocumented conditions and the presence of all related HVAC components for compliance with current code requirements.

Los Angeles Community College District Storm Water Projects, Los Angeles, CA, Principal, Lead Mechanical & Plumbing Engineer - Provided civil and MEP relative to electrical conduits and mechanical and plumbing for sump pumps on multiple campuses.

Getty Building Mechanical, Electrical, Plumbing, and Fire Protection Desgin, Los Angeles, CA. Electrical Engineer. Provided the MEP engineering services for design and assistance during construction for the central MEP systems renovation for the building at 640 N. Sepulveda, Los Angeles, CA, Designed HVAC/Mechanical systems, plumbing and electrical systems, and a PV solar system with battery energy storage system (BESS).

Los Angeles General Services Department, LA Zoo Langur Exhibit/Cabling & Netting Engineering Project, Los Angeles, CA. Electrical Engineer. BVNA provided the A/E services for this project as requested by Los Angeles City – Department of General Services. BVNA evaluated condition of existing infrastructure / support system to determine condition and perform structural calculations to verify its capacity to accommodate up sized mesh (netting). If not, the BVNA proposed modification to the existing support system to support the new mesh (netting).

#### Maged Loka, PE, Senior Electrical Designer

**TOTAL YEARS OF EXPERIENCE** 

**EDUCATION** Mr. Loka is a forward-thinking and top-performing Electrical Engineer with BS, Electrical Engineering extensive experience in the design, implementation, and management of electrical systems, including power, lighting, and ELV systems. He is skilled in delivering innovative electrical solutions for diverse sectors, including residential, commercial, hotel, healthcare, and infrastructure construction projects. Mr. Loka is adept at ensuring project success through precise design, 24 + efficient execution, and adherence to industry standards.

#### PROJECT EXPERIENCE:

Yucaipa High School Mechanical Upgrades Project, Yucaipa, CA. Electrical **Engineer.** Replaced existing central plant equipment, replaced heat pumps and air handling unity, added two new hot water (HHW) boilers, and one chiller (CHW). BVNA also provided Field investigation/scoping, design, plan checks, and construction administration.

Getty Building Mechanical, Electrical, Plumbing, and Fire Protection Desgin, Los Angeles, CA. Electrical Engineer. Provided the MEP engineering services for design and assistance during construction for the central MEP systems renovation for the building at 640 N. Sepulveda, Los Angeles, CA, Designed HVAC/Mechanical systems, plumbing and electrical systems, and a PV solar system with battery energy storage system (BESS).

Compton Unified School District HVAC Engineering Services, Compton, **CA. Electrical Engineer.** Designed the HVAC for the kitchens and ancillary spaces for the other 17 schools from the equipment schedules that have already been developed. BV completed these designs for DSA plan check submittal, including associated design items that DSA requires in its plan check review sets.

Los Angeles General Services Department, LA Zoo Langur Exhibit/Cabling & Netting Engineering Project, Los Angeles, CA. Electrical Engineer. BVNA provided the A/E services for this project as requested by Los Angeles City - Department of General Services. BVNA evaluated condition of existing infrastructure / support system to determine condition and perform structural calculations to verify its capacity to accommodate up sized mesh (netting). If not, the BVNA proposed modification to the existing support system to support the new mesh (netting).

Los Angeles Community College District West Los Angeles College Storm Water Implementation, Los Angeles, CA. Electrical Engineer. Projects included installation of vegetated bio-filtration system, installation of drainage improvements, installation and integration of grate inlets, and improvement to stormwater drainage.

#### Jeff Woo Kim, PLA, ASLA, Cornerstone Studios - Principal Landscape Architect

**EDUCATION** Mr. Kim has over twenty years of experience with Cornerstone Studios. He Bachelor of Science brings a thoughtful and creative approach to each of his clients and projects. Landscape Architecture, His keen sense of design, project management skills, and attention to detail are integral to the success of his project.

#### LICENSES/CERTIFICATIONS

Licensed Landscape Architect (California) #6082 With extensive experience working with numerous government agencies, he excels in projects at the city, county, or federal level and possesses a good understanding of the requirements needed to complete the project. He is responsible for implementation of conceptual design through completion of construction documents as well as coordination with teams of subconsultants.

#### PROJECT EXPERIENCE:

LAPD Metro Division Facility - Los Angeles, CA. Mr. Kim was responsible for schematic design, design development, and construction documents on this project for the LAPD Metropolitan Division. He was in charge of selecting the overall planting palette, provided designs for neighborhood pocket park, staff courtyard, upper deck patio rooftop garden. He coordinated closely with the architect on the perimeter treatment and building a sketch up model for a presentation. He also worked with civil engineers in designing bio-swale application for on-site runoff treatment.

Metro Purple Line Extension Section 2 - Los Angeles. Design-build project including several streetscape/median sites, two (2) Metro Station Plazas and staging area restoration. The scope includes hardscape (paving and site furniture) and planting design from design development phase through site supervision. As Project Manager, Mr. Kim prepared planting design for median along Santa Monica Boulevard, directed staff during production of the concept package, attends meetings with Cities and managing the QA/QC process.

Fire Station No.7 - Los Angeles, CA. Mr. Kim was the project designer on Fire Station No. 7 involved in schematic design through completion of construction documents and construction administration. Mr. Kim selected the plant palette, designed the hardscape layout and details. He is proficient in communicating design ideas with all invested parties using color rendered plan & image boards and coordinated with a team of consultants. Mr. Kim provided an overall design concept that satisfied the requirements of the City of Los Angeles "Landscape Ordinance," and contributed to the project achieving LEED status.

#### **YEARS IN BUSINESS**

Bureau Veritas North America, Inc. is a Delaware corporation founded in 2003. It is a wholly owned subsidiary of Bureau Veritas Holdings, Inc. (a Delaware corporation – founded in 1988), which in turn is a wholly owned subsidiary of Bureau Veritas S.A. (BVSA) (founded in 1828) a company publically traded on the Euronext. BVSA has one shareholder owning greater than ten percent (10%), Wendel Investissement S.A. The point of contact will be Michael McDonald, AIA, who has the authorization to act on behalf of the firm. Their contact information can be found below.

In 2019, Bureau Veritas acquired Owen Group, an ENR ranked Top 500 Engineering Firm, Top 100 Green Design Firm, and Top 100 Construction Management Firm. This partnership has allowed BVNA to expand the benefits provided to its current and future clients, by increasing the level of support provided, diversifying service offerings, and enabling its teams to work together to cross-train, tap into subject matter experts, and successfully support innovative and complex projects throughout California and the Western United States. The personnel, experience, and expertise of this group coupled with BVNA's access to voluminous resources and well established brand will facilitate delivery of unparalleled architectural and ADA compliance services.



HUNTINGTON BEACH - FACILITY CONDITION ASSESSMENT CAPITAL PLANNING

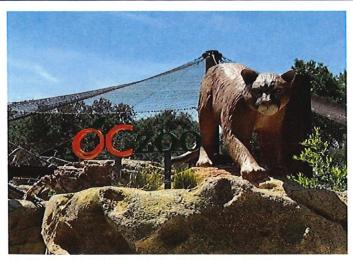
Huntington Beach, CA
Project Contact: Mr. Jerry Thompson
General Services Manager
(714) 960-8845
jerry.thompson@surfcity-hb.org

Bureau Veritas (BV) provided professional services to assess and evaluate existing facilities and provide a detailed evaluation, cost estimates, and a maintenance plan for the following:

- Libraries
- Police Stations
- Fire Stations
- City Hall
- Civic Center
- Museums
- City Corp Yard / Maintenance
- Recreational
- Lifeguard HQs

Huntington Beach goals included extending the life of the buildings a minimum of 20 years and to bring the facilities up to current building, fire/life safety, mechanical, electrical and plumbing (MEP) requirements, accessibility environmental hazard, and energy efficiency codes and standards.

BV identified conditions to be addressed along with costs to correct conditions, and/or restore the facilities to acceptable conditions.



ORANGE COUNTY PUBLIC WORKS ON-CALL ARCHITECTURAL AND ENGINEERING MASTER CONTRACT, ORANGE COUNTY ZOO UTILITY MASTER PLAN

Orange, CA 2020 Completion Project Contact: Rick De Jong Project Manager 714.647.4966 rick.dejong@ocgov.com

The County issued BVNA a Master Contract to supplement its own internal staff. As an extension to the County and a the lead of the design team, BVNA is provided all phases of architectural (interior, full building, space planning, swing moves) and engineering (civil, structural, mechanical, electrical, plumbing, and more), drawings, specifications, cost estimates, and building facility condition assessments, commissioning, as well as managed subconsultant providing such services as landscape architects, data consultants, security consultants, controls engineers, geotechnical, hazardous materials assessments, etc.

As part of the OC Public Works master agreement, BVNA developed Orange County Zoo Master Utility Plan. This included widespread expansion and upgrades to site power distribution. It also included a new Tesla battery emergency power system instead of a loud and polluting diesel engine-generation. This approach provided key emergency power back-up to vital zoo facilities in an environmentally friendly

manner and without noisy disturbances of the animals. It also allows for the storage of renewable PV solar energy.

Additionally, a new upgraded electrical service was provided and overhead power, transmission was undergrounded as part of the project. This provided a much more aesthetically appealing environment and increased electrical service reliability.

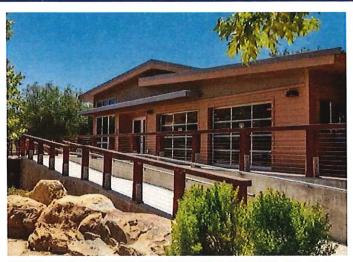
# ORANGE COUNTY PUBLIC WORKS FIRE DEPARTMENT MEMORIAL MONUMENT RELOCATION TO IRVINE PARK

Orange, CA
2019 Completion
Project Contact: Scott Dessort
Section Manager
714.667.4924
scott.dessort@ocpw.ocgov.com

BVNA\* provided architectural and civil, structural and electrical engineering services for relocation of existing Fire Department Memorial Monument located at County of Orange Hall of Administration to Irvine Regional Park. The existing monument was detached from its concrete base and moved to a new location on a newly designed and constructed concrete base.

At the Irvine Regional Park location, the relocated monument has a triangular slab on grade around its base, similar to the old location. The BVNA project team designed a new path of travel, lighting system and a stable base foundation and pedestal.

Relocation of the monument was successful and completed in time for the annual memorial ceremony held at the park.



ORANGE COUNTY COMMUNITY RESOURCES ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES - ALISO AND WOOD CANYONS WILDERNESS (ALWO) PARK, VISITOR CENTER, RANGER OFFICE, AND RESTROOM FACILITIES ARCHITECTURAL & ENGINEERING DESIGN

Project Location 2016 - 2019 Project Contact: Karen Chieng Capital Improvement Project Manager 949.923.3758 karen.chieng@ocparks.com

As Prime Consultant and Architect of Record (AOR), BVNA\* provided architectural design with full service supporting civil, structural, mechanical, electrical, plumbing engineering, and overall construction management. BVNA coordinated and managed all other consultants providing such services as landscape architect, utility location, geotechnical, materials testing, inspection, and more.

The three buildings provide offices for the Park Ranger and Non-Profit Groups, Meeting, and Educational Program space. Building #1 – Visitor Center / Ranger Office with Restroom Facilities, Building #2 – Non-Profit Office / Meeting Room, Building #3 – Education / Training. BVNA provided preliminary design, 30%-65%-95% construction documents, plan check and final bid documents, and utilities for Building #1. The remainder of buildings have not been built and are still under consideration by the County.

Preliminary Design. Preliminary Design work included consultation with manufacturers of commercial and residential modular buildings to determine their suitability for the project. Detailed information was researched and evaluated to define one or more manufacturers and product to become the basis of design for the project. Evaluation parameters included, but not be limited to; longevity of the firm, structural system, availability of suitable wall, roof, and exterior cladding materials, availability of energy efficient mechanical and electrical systems and green materials, geographic proximity to Orange County, cost, previous experience providing similar products, certification by State of California Department of Housing and Community Development (HCD) as a Commercial Modular manufacturer, and availability of product designs incorporating features above HCD / Code of Regulations minimum requirements. Preliminary Design work included structural engineering and cost evaluation of foundations structures suitable for modular buildings and the liquefiable soils condition expected for the site. Analysis and evaluation was based upon findings and recommendations of the Geotechnical Tests and Report provided by an engineering firm under separate contract to OC Parks. Preliminary Design work involved the development of conceptual floor plans and elevations for the buildings, along with preliminary design and selection of HVAC, electrical, and lighting systems Architectural and Engineering design and commercial modular building design was carefully coordinated to determine the commercial modular building manufacturer(s) and system(s) for basis of design for the project. Building architectural and engineering designs included the building floor plans, elevations and MEP systems. Preliminary civil engineering design was provided for utilities and site improvements.

BVNA was requested to remain and the architectural and engineering designer and completed the final design documents for Building #1.

\*BVNA, formerly Owen Group



LA METRO ARCHITECTURAL AND ENGINEERING AS-NEEDED SERVICES - UNION STATION GATEWAY BUILDING

Los Angeles, CA 2021 Completion Project Contact: Jinous Samii-Saremi Project Manager 213.627.7371 jinous.samii-saremi@vanir.com

Vanir Construction Management, Inc. and BVNA teamed for this As-Needed Services contract. BVNA provided full service, architecture and engineering energy efficient and sustainable designs, energy audits, facility condition assessments, ADA accessibility compliance evaluations and design upgrades, construction bidding and monitoring support, and additional services. This contract encompasses the Metro Union Station Gateway (USG) building, a 628,000 sq. ft., 27-story high rise office tower with a four-level subterranean parking structure, Metro Union Station, and adjacent structures, all of which are actively part of the architecture and engineering scope of work.

An initial phase of this contract began with a comprehensive FCA of the architectural, ADA compliance, building envelope, roofing, windows and walls, architectural, civil, MEP, as well as structural integrity and equipment of the entire building and project site. We performed FCAs on every floor of the 27-story building, as well as for the parking

structure and adjacent structures, Union Station (including pedestrian safety), supporting facilities, and hardscape. Assessment dates and recommendations were developed and presented to Metro in a timely manner through utilizing one of the most effective and timely software applications, FileMaker Go/ Pro. Data including Metro asset code, equipment ID, age, condition assessment, photographs, LEED/ energy betterment considerations, and assessor's cost / budgets were logged to and existing database. With this data, project lists of priorities and recommendations were created and a master project list developed in conjunction with Metro's management. The most challenging aspect of this project involved working in a fully operational and dynamic environment, which required a phased approach to the project so as to not interrupt daily operations at the Metro high rise building and Union Station, ensuring the staff of all departments remain fully functional

#### CITY OF LOS ANGELES GENERAL SERVICES DEPARTMENT ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

City of Los Angeles 2017-ongoing Project Contact: Richard Telles Project Manager 213.473.7961 richard.telles@lacity.org

Project Description: BVNA is under contract to provide on-call architectural design and civil and structural engineering design services. Relevant projects completed on time and budget:

- DOT Communications Hub Enclosure
- Mt. Lee Underground Bunker Waterproofing
- Police Dept. Electrical & Communications Assessment of 16 LAPD Towers

#### **EXHIBIT "B"**

#### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

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

#### SEE ATTACHED EXHIBIT B

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

#### C. Billing

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

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

## **EXHIBIT B**

# F. FEE PROPOSAL

ROLE	2025	2026	2027	2028	2029
Principal	\$280	\$294	\$309	\$324	\$340
Project Manager	\$230	\$242	\$254	\$266	\$280
Project Architect	\$200	\$210	\$221	\$232	\$243
Architectural Designer	\$120	\$126	\$132	\$139	\$146
Senior Engineer	\$230	\$242	\$254	\$266	\$280
Engineer	\$175	\$184	\$193	\$203	\$213
Senior Commissioning Agent	\$220	\$231	\$243	\$255	\$267
Commissioning Agent	\$175	\$184	\$193	\$203	\$213
CAD Designer I	\$110	\$116	\$121	\$127	\$134
CAD Designer II	\$70	\$74	\$77	\$81	\$85
Project Coordinator	\$100	\$105	\$110	\$116	\$122
Administrative	\$90	\$95	\$99	\$104	\$109



ACORDO

#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/OD/YYYY) 06/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confort table to the certificate holds to the c

this established costs not collect rights to the certificate fields:	enterit(s).				
PRODUCER	CONTACT NAME:				
Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc.	PHONE (A)C. No. Ext):	866-283-7122	[AX. No.): (800) 363-0	105	
NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	Edial Address:				
165 Broadway, Suite 3201 New York NY 10006 USA		INSURER(S) AFFORDING COV	ERAGE	HAIC #	
HISURED	INSURER A:	Hartford Fire Insuranc	e Co.	19682	
Bureau Veritas North America, Inc 220 Technology Drive	INSURER B:	Allianz Global Risks (	S Insurance Co.	35300	
Suite 100	HISURER C:	Trumbull Insurance Cor	pany	27120	
Irvine CA 92618 USA	MSURER D;				
	MSURER E:				
	MSURER F:				

COVERAGES CERTIFICATE NUMBER: 570113299974 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED MANIED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO VAHIOH 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.

Limits shown are as requested

LTA		Type of Insurance	ให้รู้ดั	WW.	POLICY NUI/BER	(1221/10/14/44)		LIMITS	:
В	х	CONSERCIAL GENERAL LIABILITY			USL00159325	01/01/2025		EACH OCCURRENCE	\$1,000,000
		CLADAS-MADE X OCCUR			SIR applies per policy ter	ns & condi	tions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADVINJURY	\$1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER				+		GENERAL AGGREGATE	\$2,000,000
	_	FOLICY X JECT X LOC				•		PRODUCTS - COMPYOP AGG	\$2,000,000
		OTHER:							
٨	AUT	ONOBILE LIABILITY			10 AB S41202 AOS	01/01/2025	01/01/2026	COMBINED SINGLE LUMT (Ea accident)	\$1,000,000
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1	_	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
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		EXCESS LIAB CLAIRES MADE						AGGREGATE	\$5,000,000
		DEO X RETENTION \$250,000							
c		RXERS COMPENSATION AND PLOYERS' LIABILITY Y IN			10WN541200	01/01/2025	01/01/2026	X PERSTATUTE OTH-	
	A'v'r	PROPRIETOR / PARINER / ENECUTIVE REPORTED RESERVED RESERV	N/A		See State Policy Addendum			E.L. EACH ACCIDENT	\$1,000,000
	(Ma	ndatory in Niti						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	DE.	es, describe under SCRIPTION OF OPERATIONS belon						E.L. DISEASE-POLICY LULIT	\$1,000,000
В	Ar	chitects & Engineers ofessional			USF00248025 Claims Made SIR applies per policy ter	' '	. ,	Each Claim Aggregate	\$2,000,000 \$2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, its officers, elected or appointed officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability Coverage, Business Auto Coverage & Umbrella Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability Coverage, Business Auto Coverage, Workers Compensation & Umbrella Liability policy. General Liability Coverage, Business Auto Coverage, Workers Compensation & Umbrella Liability policy. General Liability Coverage, Business Auto Coverage & Umbrella Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only the Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only the

CERTIFICATE HOLDER	CANCELLATION MICHAEL J. VIGLIOTTA
	SHOULD ANY OF THE ABOVE DESCRIBED TACCORDANCE WITH THE PROPERTIES EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED BY ACCORDANCE WITH THE PROPERTIES EXPIRATION DESCRIBED.
City of Huntington Beach 2000 Main Street Huntington Beach CA 92648 USA	Authorized Representative  Aon Rish Services Northeast Inc.

AGENCY CUSTOMER ID:

570000048582

LOC#:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of

Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc	
POLICY NUMBER See Certificate Number: 570113299974		
CARRIER HAIC CODE		
See Certificate Number: 570113299974	EFFECTIVE DATE:	
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insu	Irance	
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Inst.  Additional Description of Operations / Locations / Veh'cles:	Taraco .	
accordance with the policy's provisions.		
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AGENCY CUSTOMER ID:

570000048582

LOC#:



#### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

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AGERCY		MANEDINSURED
Aon Risk Services Northeast, Inc.		Bureau Veritas North America, Inc
FOLICY NUMBER See Certificate Number: 570113299974		
See Certificate Number: 570113299974	NAIC CODE	EFFECTIVE DATE:

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM	IS A SCHEDULE T	TO ACORD FORM,
FORM NUMBER: ACORD 25	FORM TITLE:	Certificate of Liability Insurance
	Wor	kers Compensation/Employers Liability
10wns41200 01/01/25-01/01	/26 Twin Cit /26 Hartford /26 Hartford /26 Hartford /26 Hartford /26 Property /26 Hartford /26 Hartford /26 Hartford /26 Sentine /27 Swin Cit	Insurance AR,DC,IN,LA,NE,RI,UT  y Fire Insurance Company FL,ND,OH,WA,WY  Insurance Company of the Midwest AK,ID  Casualty Insurance Company MO,WV  nsurance Company CT,IL  Fire Insurance Company NH,OR,PA  Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT  & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC  Insurance Company of Illinois TX  Insurance Company of the Southeast KS,MD  Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA  Insurance Company, Limited IA,NM,NV,OK  ty Fire Insurance Company WI  Insurance Company, Limited MA

#### POLICY NUMBER: USL00159325

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

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

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

#### However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

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

 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

1. Required by the contract or agreement; or

Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
Information required to complete this Schedule, if not sl	nown above, will be shown in the Declarations.

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

#### However:

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

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

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

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any State Or Governmental Agency Or Subdivision Or Political Subdivision with whom you have agreed in writing in a contract or agreement that such State Or Governmental Agency Or Subdivision Or Political Subdivision should be added as an Additional Insured on your policy.

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

- A. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
  - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

#### However:

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

- 2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

- Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# ADDITIONAL INSURED – VENDORS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT

This endorsement modifies insurance provided under the following:

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

A. Section II — Who Is An Insured is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

- Only applies to the extent permitted by law;
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:
  - The insurance afforded the "vendor" does not apply to:
    - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
    - b. Any express warranty unauthorized by you;
    - Any physical or chemical change in the product made intentionally by the "vendor";
    - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these "vendors", the following is added to Section III — Limits Of Insurance:

The most we will pay on behalf of the "vendor" is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of Insurance;

whichever is less.

- This endorsement shall not increase the applicable limits of insurance.
- D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.



Policy Number: Effective Date:

USL00159325 January 01, 2025

#### ADDITIONAL INSURED - WHEN REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- A. Section II Who is an Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the injury or damage but only to the extent required by the terms and conditions of such written contract or written agreement.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
  - 1. The person or organization is only an additional insured with respect to liability arising out of ongoing operations performed by you or on your behalf.
  - 2. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  - 3. The insurance provided to such an additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services, including, but not limited to:
  - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications and
  - (b) Supervisory, inspection, architectural or engineering activities.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

All other terms and conditions remain unchanged.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

#### **Primary And Noncontributory Insurance**

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

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY CG 24 53 12 19

Policy Number: USL00159325 Effective Date: January 01, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Policy Number: Effective Date:

USL00159325 January 01, 2025

#### THIS ENDORSMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# ADVICE OF CANCELLATION TO ENTITIES OTHER THAN AN INSURED LIMITED TO EMAIL NOTIFICATION

This policy is amended as follows:

If we initiate cancellation of this policy for any reason other than non payment of premium, and

- A. The effective date of cancellation is prior to this policy's expiration date; and
- B. The "First Named Insured" is under an existing contractual obligation to notify an entity to whom a certificate of insurance has been issued (hereinafter, the Certificate Holder) when this policy is canceled; and
- C. The "First Named Insured" has provided us, either directly or through the "First Named Insured's" broker of record the email address of the contact of each such Certificate Holder; and
- D. We received this information after the "First Named Insured" receives notice of cancellation of this policy and prior to the policy's cancellation date in an electronic spreadsheet format that is acceptable to us;

We will provide "Advice of Cancellation" via e-mail to such Certificate Holders.

Proof of emailing the "Advice of Cancellation", using the Information provided by the "First Named Insured", will serve as proof that we have fully satisfied our obligations under this endorsement. The "Advice of Cancellation" shall be emailed to each such Certificate Holder as soon as possible upon receipt of the information from the "First Named Insured", however we are under no contractual obligation to email the "Advice of Cancellation" prior to the policy's cancellation date.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy of the effective date of such cancellation. Nor shall this endorsement invest any rights to any entity that is not an insured under the terms of this policy.

The following Definitions apply to this endorsement:

- A. "First Named Insured" means the Named Insured shown on the Declarations Page of this policy.
- B. "Advice of Cancellation" means an email that provides the following information:
  - 1. The Named Insured as shown on the Declarations Page of this policy;
  - 2. The policy number of the policy being cancelled: and
  - 3. The effective date and time of the cancellation.

All other terms and conditions remain unchanged.

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

#### e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### f. Lessors as insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

Page 1 of 5

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

#### (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — OF SECTION IV — BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

#### 2. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

insurance.

seek contribution from that other

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

#### 3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

# 6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

# ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- Permanently Installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An Integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

# 10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### 11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### 12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

# 13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

# 14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### 15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "sult," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### 16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

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

#### 18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

# 19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

 A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas. b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### 20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

POLICY NUMBER: 10 AB S41202

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

# **LESSOR - ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: BUREAU VERITAS NORTH AMERICA, INC.

Endorsement Effective Date: 01/01/2025

#### **SCHEDULE**

insurance Company: HARTFO	ORD FIRE INSURAN	CE COMPANY	
Policy Number: 10 AB S41	202	Effective Date: 01/01/2025	<u> </u>
Expiration Date: 01/01/202	6		
Named Insured: BUREAU V	ERITAS NORTH AME	ERICA, INC.	
Address: 1601 SAWGRASS FORT LAUDERDAL		AY, SUITE 400	
Additionad Intersor ( )	ANY LESSORS AS	REQUIRED BY WRITTEN CONTRACT	
Address:			***************************************
Designation Or Description	Of "Leased Autos"	•	
ALL LEASED AUTOS LEASE	D FROM A LESSOR	AS REQUIRED ABOVE	

Coverages	Limit Of Insurance Or Deductible		
Covered Autos Liability	\$ 2,000,000	Each "Accident"	
Comprehensive	\$ 1,000	Deductible For Each Covered "Leased Auto"	
Collision	\$ 1,000	Deductible For Each Covered "Leased Auto"	
Specified Causes Of Loss	\$ NOT COVERED	Deductible For Each Covered "Leased Auto"	

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### **B.** Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the Policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WN S41200

**Endorsement Number: 56** 

Named Insured and Address: BUREAU VERITAS HOLDINGS, INC. 16800 GREENSPOINT PARK DR.

SUITE 300S

HOUSTON, TX 77060

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

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

#### SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by	Suon, d. Castaneda
	Authorized Representative

Form WC 00 03 13 Printed in U.S.A. Process Date:

**Policy Expiration Date:** 



#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 10 WN S41200

Endorsement Number: 5

Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

BUREAU VERITAS HOLDINGS, INC.

16800 GREENSPOINT PARK DR.

SUITE 300S

HOUSTON, TX 77060

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice. Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.