

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HAI HIRSCH & ASSOCIATES, 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 HAI HIRSCH & ASSOCIATES, 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 Charles Foley who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

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

4. COMPENSATION

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

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

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

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

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

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

9. PROFESSIONAL LIABILITY INSURANCE

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

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

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

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

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

10. CERTIFICATE OF INSURANCE

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

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

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

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

TO CITY:

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

TO CONSULTANT:

HAI Hirsh & Associates, Inc.
ATTN: Charles Foley
2221 East Winston Road, Suite A
Anaheim, CA 92806

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

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

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

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

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

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

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

29. EFFECTIVE DATE

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

This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,
HAI HIRSCH & ASSOCIATES, INC.

By: _____

Charles Foley

print name

ITS: (circle one) Chairman President Vice President

AND

By: _____

Mark Hirsch

print name

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

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

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

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

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CONSULTANT,
HAI HIRSCH & ASSOCIATES, INC.

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

By: _____

print name

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

AND

By: _____

print name

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

Mayor

City Clerk

INITIATED AND APPROVED:



Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

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

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

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:

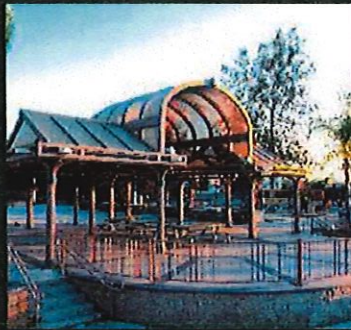
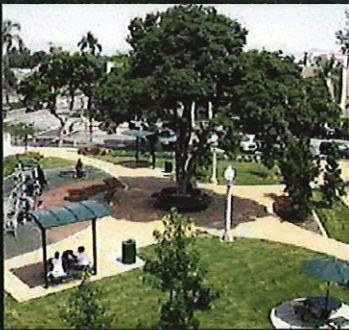
EXHIBIT A



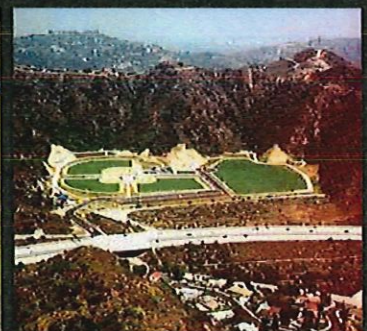
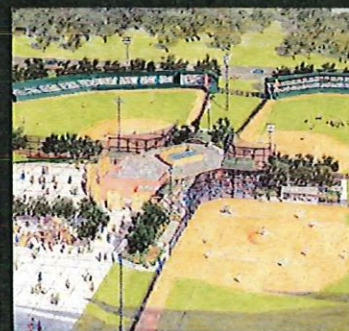
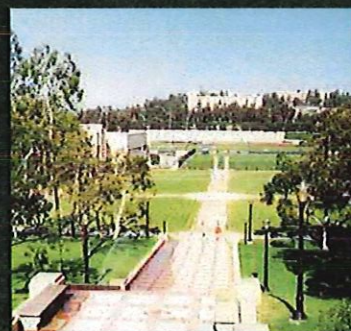
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

ORIGINAL



**Fees for On-Call Architectural, Landscape
Architectural and Professional Consulting
Services; City Huntington Beach**



*Creating Award Winning Projects
Since 1977*

2221 E. Winston Road, Suite A, Anaheim, CA 92806-5540
Phone 714.776.4340 Fax 714.776.4395 www.hailandarch.com LA #5567



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Proposal for ON-CALL Landscape Architecture Services

City of Huntington Beach
Community & Library Services Department
2000 Main Street #5
Huntington Beach Ca. 92648

To whom it may concern,

Thank you for the opportunity to submit our proposal in response to the City of Huntington Beach Request for Qualifications (RFQ) for Landscape Architectural Services. Hirsch & Associates (HAI), a California Corporation, has proudly provided Landscape Architecture, Irrigation Design, and Development Services to public agencies throughout Southern California for over 47 years.

Throughout our extensive experience, we have successfully executed numerous public works projects, navigating complex jurisdictional agency approvals and delivering creative, functional designs. Our portfolio includes a variety of public works projects such as streetscapes, ADA-compliant improvements, pedestrian pathways, sports parks, passive parks, bike trails, and municipal plazas. As a Prime Consultant licensed in California and an Environmental Protection Agency WaterSense Partner, we are committed to delivering sustainable, innovative, and high-quality solutions.

In addition to our in-house expertise, HAI collaborates with a network of trusted subconsultants, including architects, civil and structural engineers, traffic and electrical engineers, and arborists, to provide comprehensive design services that meet the City's needs.

I personally commit to providing direct and continuous attention to the City of Huntington Beach needs, ensuring that all matters are handled with the utmost care and efficiency. Mark Hirsch, Vice President, will serve as the Project Manager, while Greg Thayer, Senior Designer, will act as the Project Designer, supported by our experienced technical staff. All work will be carried out from our Anaheim, California office, utilizing the latest design tools, including AutoCAD, ArcGIS, and the most up-to-date graphics software.

Our proposal and statement of qualifications are valid for a period of no less than 180 days from the date of submission. We look forward to the opportunity to contribute to the City of Huntington Beach landscape architecture projects and to continuing our tradition of excellence in service to public agencies.

Thank you for considering Hirsch & Associates for this important work.

Thank you

Charles Foley, President
CA RLA#5567, ASLA

**REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM**

TYPE OF APPLICANT:



NEW



CURRENT VENDOR

Legal Contractual Name of Corporation: Hirsch & Associates, Inc. Landscape Architects

Contact Person for Agreement: Charles Foley

Corporate Mailing Address: 2221 East Winston Rd. Suite A

City, State and Zip Code: Anaheim, Ca. 92806

E-Mail Address: chuck@hailandarch.com

Phone: 714-776-4340 x108

Fax: 714-776-4395

Contact Person for Proposals: Charles Foley

Title: President

E-Mail Address: chuck@hailandarch.com

Business Telephone: 714-776-4340x018

Business Fax: 7147764395

Year Business was Established: 1988

Is your business: (check one)



NON PROFIT CORPORATION



FOR PROFIT CORPORATION

Is your business: (check one)



CORPORATION



INDIVIDUAL



PARTNERSHIP



LIMITED LIABILITY PARTNERSHIP



SOLE PROPRIETORSHIP



UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Charles Foley	President	714-776-4395 x108
Mark Hirsch	Secretary	714-776-4340 x115

Federal Tax Identification Number: 330299754

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

City of Huntington Beach Business License Expiration Date: _____

1. BACKGROUND AND PROJECT SUMMARY

Hirsch and Associates Inc. (HAI) is a recognized leader in the landscape architecture field, with 47 years of experience in designing award-winning public works projects. We specialize in delivering creative, cost-effective solutions tailored to the unique needs of public agencies. Throughout our extensive experience, HAI has successfully collaborated with numerous clients, helping them achieve their project goals with innovative and efficient designs.

HAI appreciates the opportunity to submit our qualifications to the City of Huntington Beach for On-Call Landscape Architectural and Professional Consulting Services. We understand that the City of Huntington Beach seeks experienced firms to assist City staff on an on-call basis with a variety of projects ranging from park improvements and tenant improvements at City facilities to landscape enhancements for medians and public spaces.

The City of Huntington Beach is a dynamic, built-out community with a focus on maintaining and enhancing its existing parks, community centers, libraries, clubhouses, and other public facilities. Future projects are anticipated to involve renovations, ADA compliance upgrades, landscape architecture for medians and streetscapes, and occasional new development as needs arise.

HAI brings deep expertise in providing comprehensive landscape architectural and consulting services to public agencies throughout Southern California. Our team is uniquely qualified to provide innovative design solutions, seamless project management, and a responsive, collaborative approach that aligns with the City's standards, goals, and vision for community improvement. We have extensive experience supporting cities through all phases of project development, from needs assessment and conceptual design through construction documentation, bidding support, and construction administration.

Our project team offers a track record of delivering successful public projects on time and within budget. We are adept at preparing clear construction documents, managing public outreach and workshops, navigating permitting processes, and providing ongoing support during construction. HAI is committed to helping the City of Huntington Beach achieve its objectives of maintaining and enhancing vibrant, sustainable, and accessible community spaces for all residents and visitors.

2. IDENTIFICATION OF PROPOSER

- a. Hirsch & Associates, Inc. Landscape Architects 2221 E. Winston Rd. Ste A, Anaheim, Ca. 92806
- b. California Corporation
- c. HAI is not owned by a Parent Company or other.
- d. Charles Foley, President. Email Contact: chuck@hailandarch.com Telephone: 714-776-4340 extension 108
- e. California Business License number-330299754
- f. Landscape Architectural License Number RLA-5567, Ca.
- g. Landscape Contractors License Number C-27 956898, Ca.
- h. Qualified SWPPP Practitioner QSP #28925, Ca.
- i. Certified Landscape Irrigation Auditor CLIA #84847, Ca.

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4. PROPOSED METHOD TO ACCOMPLISH WORK

Hirsch & Associates, Inc. (HAI) proposes to provide comprehensive Landscape Architectural services for public works projects, City Park improvements, and other municipal facilities as specified in the RFQ. Our approach will incorporate key elements of project management, community involvement, and expert design to ensure the success of each project. The proposed method to accomplish the work will include the following tasks:

A. Community Engagement and Public Outreach

- **Community Work Sessions and Meetings:** We will organize and conduct community engagement sessions to gather input from local residents and stakeholders. These sessions will be an essential part of shaping the project's vision and ensuring that the designs reflect the community's needs and preferences.
- **Stakeholder Collaboration:** Continuous collaboration with City staff, local organizations, and other stakeholders will be maintained to keep the project aligned with community goals and expectations.

B. Site Assessment and Analysis

- **Site Visits and Evaluations:** Our team will conduct site visits to evaluate existing conditions, including topography, plant material, infrastructure, and any challenges such as drainage, accessibility, or utilities. This assessment will inform the design process, ensuring that all improvements are feasible and tailored to the site's unique conditions.
- **Utility and Infrastructure Research:** We will thoroughly investigate utilities and other site records to address any potential conflicts during design and construction.

C. Conceptual and Schematic Design Development

- **Schematic Design and Planning:** Based on community input and site analysis, we will develop schematic design options that address key elements such as landscape, irrigation, hardscape, and accessibility.
- **Feasibility Studies:** We will conduct feasibility studies and provide recommendations for each design option, focusing on functionality, sustainability, and cost-effectiveness.
- **Design Presentations:** We will present these designs to the City and relevant stakeholders, ensuring that all parties are involved in decision-making and approval processes.

D. Design Development and Construction Documentation

- **Design Development:** Once the preferred design option is selected, we will refine the design to include detailed landscape plans, planting designs, irrigation layouts, and infrastructure designs.
- **Construction Documents:** We will prepare complete construction documents, including detailed plans, specifications, and cost estimates. These documents will be created with attention to detail to ensure accuracy and clarity, ensuring smooth project execution.
- **Technical Specifications:** We will prepare project-specific technical specifications for all materials, planting, and construction methods, ensuring compliance with local regulations, standards, and sustainability goals.

E. Cost Estimation and Budget Control

- **Cost Estimates:** We will provide a detailed cost estimate based on the construction documents. This will include estimates for all aspects of the project, including materials, labor, and potential contingencies.
- **Value Engineering:** We will identify opportunities for value engineering to optimize the project's budget while maintaining design integrity. Our goal is to provide cost-effective solutions without compromising quality or sustainability.

F. Project Management and Coordination

- **Project Schedule:** We will develop a detailed project schedule that includes all phases of the project, from initial design through construction completion. We will monitor progress and adjust as needed to ensure that the project stays on track.
- **Coordination with Contractors and Subconsultants:** We will work closely with contractors and subconsultants, coordinating efforts across all disciplines to ensure seamless execution.
- **Quality Control:** We will implement quality control measures throughout the design and construction phases to ensure that all work complies with the established standards and specifications.

G. Construction Observation and Support

- **Site Visits and Construction Observation:** During the construction phase, our team will conduct regular site visits to observe the progress and ensure that the construction is proceeding in accordance with the approved plans and specifications.
- **Submittal Reviews and RFI Responses:** We will review contractor submittals, including shop drawings and material submittals, and respond to any Requests for Information (RFIs) as needed.
- **Construction Administration:** We will provide ongoing support to the City during construction, addressing any issues that arise, conducting field investigations, and ensuring timely resolution of any problems.
- **Final Inspection and As-Built Documentation:** Upon completion, we will conduct a final inspection to ensure that all work is completed to satisfaction and prepare as-built documentation for the City's records.

H. Post-Construction Support

- **Post-Construction Maintenance Recommendations:** After project completion, we will provide the City with maintenance recommendations to ensure the longevity and success of the landscape improvements.
- **Warranty Support:** If applicable, we will assist the City with warranty support during the post-construction period, ensuring that any issues related to plant establishment or hardscape settlement are addressed.

5. PROJECT APPROACH

Our approach to the project will be focused on delivering high-quality landscape architectural services while ensuring the active involvement of the City of Huntington Beach, stakeholders, and the community throughout the planning and design stages. We will utilize a collaborative and transparent process that prioritizes both functionality and aesthetics, ensuring that each project not only meets the needs of the city but also enhances the community's experience.

Key Elements of Our Approach:

A. Collaborative and Inclusive Design Process

- **Engagement with City Staff and Stakeholders:** Early and continuous collaboration with City Staff and community stakeholders is a core aspect of our process. We will work closely with the city to review and refine project concepts, ensuring that the final design reflects the needs and aspirations of the community.
- **Community Involvement:** We will hold community work sessions and public meetings to gather input, answer questions, and encourage feedback. This will ensure the design aligns with the expectations of residents and other interested parties.

B. Contextual and Sensitive Design Development

- **Site-Specific Design Solutions:** Our team will create designs that respond to the unique characteristics of each project site. We will consider the surrounding environment, local culture, and the community's vision to create a design that enhances the area and provides a welcoming space for all users.
- **Aesthetic Consistency:** We will use landscape and architectural features to ensure the project is cohesive with the surrounding area. Our attention to detail, including color coordination and scale, will ensure the project complements the neighborhood and serves as a community asset.

C. Multimodal Accessibility and Safety

- **Inclusive Access:** Our designs will prioritize accessibility, ensuring that all users, including those with disabilities, can safely and easily navigate the site. We will incorporate pedestrian, bicycle, and automobile circulation, while maintaining compliance with ADA standards and ensuring accessibility for people with disabilities.
- **Safety Considerations:** Our approach will also focus on creating safe spaces for all users, integrating lighting, clear signage, and secure pathways that enhance the safety of pedestrians, cyclists, and drivers.

D. Sustainability and Environmental Stewardship

- **Sustainable Design Practices:** Sustainability is a key consideration in all of our projects. We will integrate water-efficient landscaping, drought-tolerant plantings, and environmentally responsible materials to reduce the environmental impact.
- **Energy Conservation:** We will explore opportunities for energy-efficient lighting and the use of renewable resources. Sustainable site design will be a fundamental element, incorporating green infrastructure and energy-saving systems.

E. Functional and Flexible Design Solutions

- Meeting Current and Future Needs: Our designs will accommodate both existing uses and future needs by creating flexible spaces that can evolve as community needs change over time. We will include passive and active areas for recreation, ensuring that the design supports diverse activities for all age groups.
- Maintenance Considerations: We are committed to delivering designs that balance aesthetic appeal with practical, low-maintenance solutions. We will consider the long-term maintenance needs of each project to ensure cost-effectiveness over time.

F. Comprehensive Design and Technical Services

- Full Range of Landscape Architectural Services: Our team will provide comprehensive landscape architecture services, from conceptual design to construction administration. We will prepare detailed landscape planting and irrigation plans, as well as construction drawings for hardscape elements such as parking lots, pathways, and plaza spaces.
- Special Provisions and Technical Specifications: We will prepare and review project specifications and ensure that all technical aspects, including irrigation and drainage systems, meet or exceed current standards.
- Cost Estimates and Budget Management: Our team will provide accurate cost estimates throughout the design process and help manage the project budget to ensure the project remains within financial parameters.
- Constructability and Construction Support: We will conduct constructability reviews, ensuring that the project is feasible and that all technical requirements are met. During construction, we will provide observation and support services to ensure that the project is built according to the design and specifications.

G. Project Execution and Quality Control

- Timely Delivery: We are committed to delivering high-quality designs on schedule. Our team will work closely with City staff to ensure that project milestones are met, and timelines are adhered to.
- Quality Assurance: Our firm follows rigorous quality control procedures at every stage of the design and construction process to ensure the highest standards of quality are maintained. This includes detailed reviews of design documents and regular oversight during construction to ensure compliance with the approved design.

6. INITIAL PLANNING

A. Document Review

At the outset of the project, the City will provide all available documentation, including but not limited to topographical surveys, utility locations and depths, geotechnical engineering reports, easement documentation, agency contact lists, parcel/tract maps, legal descriptions, and relevant street improvement plans. Additionally, we will review storm drain, sewer, and domestic water plans, including water meter sizes and usage records for the last three years. We will also assess current flooding data and conduct an agricultural soil suitability test to evaluate soil type, percolation rate, and soil chemistry/fertility. This information will form the foundation for the design and decision-making process.

B. Pre-Design Kick-Off Meeting

A kick-off meeting will be held with all project stakeholders, including design team members, City staff, and representatives from other relevant agencies. The purpose of this meeting is to review and confirm the project schedule, key milestones, and deliverables, as well as to discuss project management protocols, expectations, and communication methods. We will also review collected data and relevant project information, set dates for upcoming meetings and activities, and address and resolve any immediate design concerns or issues.

C. Project Management

Our team will provide comprehensive project management services throughout the project's lifecycle. This includes regular coordination with City Staff and any other stakeholders to establish clear lines of communication. We will be responsible for managing project scheduling, monitoring progress, and ensuring adherence to the agreed timeline. Monthly project meetings will be organized, with agendas and minutes prepared for each session. We will maintain a tracking log to monitor project developments and ensure that the schedule and budget are regularly updated. Throughout the project, we will coordinate with all team members and agencies involved, addressing any issues in a timely manner to ensure the project remains on track.

D. Project Coordination

Coordination will be a key element for the success of the project. Hirsch & Associates will collaborate with City Staff, utility providers, and relevant agencies throughout the project. We anticipate that multiple meetings with each agency will be required to ensure compliance with their requirements. This coordination will help ensure that all necessary conditions are met and incorporated into the final design documents. We will prioritize proactive communication with all stakeholders to ensure alignment and smooth progression through all project phases.

E. Communication

Ongoing communication is essential for a successful project. Our team will participate in consultations and meetings with City Staff and other relevant agencies as necessary throughout the project. We will work to ensure that feedback from all stakeholders is incorporated into each phase of the project, including the Planning, Design Development, Construction Document, Cost Estimating, Bidding, and Construction phases. Hirsch & Associates will take direction only from the City Representative, maintaining a clear and effective communication chain throughout the project lifecycle.

F. Project Schedule

At the beginning of the project, a preliminary schedule will be established, outlining key milestones and deliverables. This schedule will be updated regularly throughout the project's progression, with any adjustments communicated and addressed in a timely manner. Hirsch & Associates will work closely with the City and all stakeholders to ensure that the project schedule is followed and that any necessary changes are promptly handled. A preliminary project schedule has been included in our proposal for your consideration.

7. PRELIMINARY DESIGN

A. Project Feasibility

Hirsch & Associates will assist the City in determining the feasibility of the project by conducting a comprehensive analysis of materials, construction methods, and other critical planning factors. We will evaluate the project scope, cost-effectiveness, and practicality, ensuring that the proposed solutions align with the City's goals and available resources. Our team will provide expert recommendations to ensure that the design is both achievable and sustainable within the project's constraints.

B. Preliminary Design

In collaboration with the City, Hirsch & Associates will develop preliminary design documents that include schematic drawings, site utilization plans, and phasing strategies. These documents will illustrate the scale, function, and relationship of key project components, ensuring that the design reflects the City's requirements. Our team will incorporate input from City staff, stakeholders, and relevant agencies, and will revise plans as necessary to meet the functional needs of the project. A phased development plan will be created to guide the project's progression in a systematic and efficient manner.

C. Budget

Hirsch & Associates will work closely with the City to establish a realistic preliminary project budget that accounts for all three phases of park development. The budget will provide an estimated cost for the entire project and ensure alignment with the City's financial resources and funding availability. We will apply our expertise to determine the appropriate balance between project scope, quality, and cost, delivering an economically feasible design. Should we identify any site conditions that could make the project prohibitively expensive or challenging, Hirsch & Associates will notify the City promptly and provide written documentation of such concerns.

D. Public Meetings

To ensure community involvement and support, Hirsch & Associates will facilitate public meetings using proven communication methods. These meetings will allow for input and feedback from the community and stakeholders, ensuring the design aligns with public interests. We will also present the preliminary design plans to City staff and City Council for review, comment, and approval, incorporating their feedback into the final plans to ensure that the project meets the City's expectations.

8. DESIGN DEVELOPMENT

A. Design Development Documents

Upon receipt of written approval from the City for the Preliminary Plan, Hirsch & Associates, Inc. (HAI) will prepare comprehensive Design Development Documents. These documents will include drawings and specifications that define the design intent, character, and materials of each project phase. The drawings will be prepared using AutoCAD 2019 and will provide sufficient detail to clearly convey the proposed improvements for City review and approval. Design Development will reflect input received during prior phases and incorporate City standards, applicable codes, and relevant landscape and irrigation criteria.

B. Updated Project Budget

Following approval of the Design Development Documents by the City, HAI will update the Preliminary Project Budget to reflect current project scope, refined quantities, and proposed materials. This budget will include an opinion of probable construction costs and be presented in a format that supports City evaluation and future decision-making.

C. Project Schedule

HAI will coordinate with City staff and project stakeholders to review the preliminary project schedule and confirm key milestones, deliverables, and review periods. A refined project schedule will be developed based on this input and will be maintained and updated throughout the final design and approval process. A preliminary schedule has been included with this proposal for the City's consideration.

9. FINAL WORKING DRAWINGS AND SPECIFICATIONS

A. Preparation of Final Drawings and Specifications

Upon receipt of written approval from the City for the Design Development Documents, Hirsch & Associates, Inc. (HAI) will prepare a comprehensive set of Final Working Drawings and Specifications necessary for competitive bidding and construction of the project. These documents will be developed directly from the approved Design Development Documents and will define in detail the scope of work, materials, finishes, equipment, and construction standards required for successful project execution.

The Final Working Drawings and Specifications will include the following components, as applicable:

- Cover Sheet
- General Requirements and Notes
- Demolition Plans (Clearing and Grubbing)
- Grading Plans and Details (including horizontal and vertical control)
- Erosion Control Plans and Details
- Site Construction Plans and Details
- Structural Details and Calculations (if applicable)
- Electrical Plans, Calculations, and Details (including Title 24 compliance)
- Landscape Plans and Details
- Irrigation Plans and Details
- Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP), as required

All plans will be prepared using AutoCAD 2025. Specifications will follow the Construction Specification Institute (CSI) 16-division format and will reference the latest edition of the *Standard Specifications for Public Works Construction* (commonly known as the "Greenbook").

B. Format and Permitting Requirements

The Final Working Drawings and Specifications will be prepared in a format suitable for securing all necessary permits and approvals from City departments and other regulatory agencies with jurisdiction over the project. The documents will be clear, legible, and professionally assembled on standard architectural sheet sizes, properly indexed and numbered for ease of reference. The final package will be suitable for competitive public bidding and will be structured to facilitate receipt of responsive and responsible bids in accordance with the City's budgetary requirements.

C. City Review and Revisions

The City will review the submitted Final Working Drawings and Specifications and may request revisions to meet applicable codes, regulations, or project goals. HAI will incorporate all City-requested modifications at no additional cost, provided they are not in conflict with previous City-approved directions or regulatory requirements. Revisions necessary to secure permits and approvals from external agencies will also be incorporated as required.

D. Final Construction Cost Estimate

HAI will assist the City in preparing a Final Project Budget based on quantity take-offs and unit cost estimates derived from the Final Working Drawings and Specifications. This budget will be used as the basis for evaluating bid responses and managing project scope. If the Final Project Budget exceeds the City's authorized construction budget, HAI will immediately notify the City in writing with a detailed cost breakdown. The City will then provide direction on value engineering or scope modifications necessary to reconcile the project within the available funding.

10. CONTRACT DOCUMENT PHASE

A. Preparation of Contract Documents

In coordination with the City, Hirsch & Associates, Inc. (HAI) will assist in the development and finalization of all bidding and construction documents necessary for public advertisement of the project.

This includes, but is not limited to:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Proposal Forms (including Alternate Bid Items, if requested by the City)
- General Conditions, Special Conditions, and Special Provisions
- Any additional documents required to comply with applicable federal, state, and local laws and regulations

All contract documents will be subject to review and approval by the City and its legal counsel. HAI will ensure these documents align with the approved Construction Documents and are suitable for public bidding in accordance with City procurement procedures.

B. Final Cost Estimate

Concurrent with delivery of the complete Contract Documents—including the Final Working Drawings and Specifications (collectively referred to as the "Construction Documents")—HAI will submit a Final Estimate of Probable Construction Cost. This estimate will be based on detailed quantity take-offs and current unit pricing to ensure accuracy and alignment with the project scope and budget.

11. BID PHASE

A. Issuance of Reproducible Construction Documents

Following receipt of formal written approval from the City for the Construction Documents and Final Estimate, HAI will provide a complete, reproducible set of Construction Documents in digital PDF format. These documents will be transmitted to the City for posting on the City's designated FTP site or other digital distribution platform, allowing access by prospective bidders.

B. Bid Support and Review

The City will oversee the distribution of the bid documents, manage the bid opening process, and facilitate bid evaluations. HAI will support this process by reviewing all bids received and providing professional input regarding responsiveness, accuracy, and consistency with the project budget. Any significant discrepancies or concerns will be communicated to the City with recommendations for resolution.

C. Responses to Bidder Inquiries

HAI will assist the City in responding to requests for clarification submitted by prospective bidders during the advertisement period. HAI will prepare written responses to all technical questions related to the Construction Documents and provide them to the City for inclusion in formal Addenda issued to all bidders. Responses will be prepared promptly to avoid delays in the bidding process.

12. CONSTRUCTION OBSERVATION PHASE

Hirsch & Associates, Inc. (HAI) will provide comprehensive construction observation services to support the City throughout the construction phase of the project. HAI shall remain available to assist the City by responding promptly to any requests or directives issued via phone, email, or other means of communication. Should any direction provided by the City appear inconsistent with the approved plans and specifications, HAI will promptly seek clarification in writing to ensure alignment and accuracy.

At the City's request, HAI will attend regular project meetings with City staff, the contractor, and the project manager on a weekly or bi-weekly basis, or as otherwise determined necessary during the course of construction. These meetings will serve to review construction progress, address potential issues, and coordinate the resolution of any design or specification questions.

HAI will perform the following construction observation services in accordance with the approved construction schedule:

HAI will interpret and clarify the construction documents as needed to ensure contractor compliance with design intent and technical specifications. The firm will review and approve all product submittals and shop drawings for conformance with the construction documents and scope of work. Prior to delivery, HAI will visit local nurseries to inspect and approve all plant material to ensure compliance with project specifications.

During construction, HAI will attend on-site meetings on a regular basis, typically weekly, to observe work in progress. Following each visit, HAI will prepare and distribute written meeting notes summarizing observations, decisions, and required actions. HAI will maintain ongoing communication with the City, contractor, and other project stakeholders by phone and email, providing timely coordination as needed.

The firm will review the contractor's construction schedule and provide feedback regarding feasibility and adherence to project milestones. HAI will maintain a comprehensive project record, including all drawings, correspondence, contractor submittals, RFIs, shop drawings, and contract change orders.

As work progresses, HAI will observe and approve soil preparation materials, planting methods, finish grading, and the installation of all site construction elements to verify compliance with the construction documents. HAI will respond to contractor Requests for Information (RFIs) and address any construction-related inquiries as they arise.

Upon substantial completion, and at the request of the City, HAI will conduct a project inspection and prepare a comprehensive punch list of outstanding work. Once all punch list items have been satisfactorily completed, HAI will conduct a final inspection at the conclusion of construction and the 30-day Plant Establishment and 60-day Post-Installation Maintenance Periods. Following final approval, HAI will issue a formal letter of acceptance to the City.

Finally, HAI will review and approve all contractor-provided closeout documentation, including operating manuals, maintenance guides, and warranty information for all installed equipment and systems, ensuring full compliance with contract specifications.

13. QUALITY CONTROL – QUALITY ASSURANCE

Hirsch & Associates, Inc. (HAI) is committed to maintaining the highest standards of quality throughout the project lifecycle. Our Quality Control and Quality Assurance (QC/QA) program is an integral part of our design process and is implemented at every phase to ensure that all deliverables are accurate, coordinated, and consistent with project objectives and applicable standards.

All plans and specifications are developed in accordance with industry best management practices (BMPs), current municipal and public works standards, and applicable codes and regulations. HAI employs a structured internal review process whereby senior team members and discipline leads conduct thorough technical and constructability reviews at each project milestone.

Formal quality control reviews are conducted at the completion of the following design phases:

- **Initial Planning Phase (5%)**
- **Preliminary Design Phase (20%)**
- **Design Development Phase (35%)**
- **Final Working Drawings and Specifications Phase (50% and 90%)**
- **Contract Document Phase (100%)**

At each milestone, deliverables are submitted to the City for review, feedback, and approval. These submittals include all relevant plans, technical documents, and specifications required to evaluate the project's progress, scope alignment, and adherence to budgetary and scheduling goals. HAI incorporates all City comments and coordinates all revisions as needed to ensure that each successive phase builds on a solid foundation of quality and completeness.

Our QC/QA approach ensures that final construction documents are biddable, buildable, and consistent with the approved scope of work—minimizing change orders and avoiding unnecessary delays during construction.

14. FIRM STAFFING AND KEY PERSONNEL

- **Charles Foley**, Architect of Record
- **Mark Hirsch**, Director of Projects
- **Greg Thayer**, Senior Project Designer, Graphics Designer
- **Naomi Hirsch**, Project Designer, Graphics Designer
- **Jacob Laurentowski**, Project Designer, Graphics Designer
- **Emi Halperin**, Project Designer, Graphics Designer

In addition to our core team, we have access to a network of four (4) contract satellite employees who can be engaged on an as-needed basis. These professionals bring extensive experience in all aspects of landscape architecture.

A. Roles and Responsibilities:

- **Charles Foley**, Architect of Record: Client interaction, project scheduling, and conceptual and project plan review. 30 Years with HAI.
- **Mark Hirsch**, Director of Projects: Client interaction, project scheduling, and oversight of conceptual and project plan progress, QSP certified for SWPPP inspections and CLIA certified for irrigation audits. 27 Years with HAI.
- **Greg Thayer**, Senior Project Designer: Interaction with governing agencies and utilities, preparation of conceptual graphics packages, and preparation of project plan packages.
- **Naomi Hirsch**, Project Designer: Interaction with governing agencies and utilities, preparation of project plan packages. 26 Years with HAI.
- **Jacob Laurentowski**, Project Designer: Preparation of conceptual graphics packages and project plan packages.
- **Emi Halperin**, Project Designer: Preparation of conceptual graphics packages and project plan packages.

Together, our team provides a balanced combination of design expertise, project management, and client interaction, ensuring the successful execution of projects from inception to completion.

B. Resumes:



Charles Foley, ASLA
President
Years with Firm: 30

Education

Bachelor of Science Degree

Landscape Architecture

California State Polytechnic University,
Pomona, California

Registration

Licensed Landscape Architect, California #5567

Experience

Mr. Foley joined Hirsch & Associates, Inc. in 1996 and has increased his capacity with the firm to his present position of President/CEO. He is responsible for the design and development of a wide range of projects for both public and private development with specific focus on Public Works and Park Development. Mr. Foley is responsible for design, client contract negotiations, oversight of staff and project consultants, delivery of product to clients as well as client relationships.

Mr. Foley has proven his design capabilities and project management with award winning projects for both public and private sectors. Awards include two Awards of Excellence in for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park. Master Plan and construction oversight of Cesar Chavez Park, City of Pomona won an Award of Excellence and the Creating Community Award of Distinction, presented by the CPRS. Two AWPAs project awards for streetscape design as well as park design.

Mr. Foley will be in charge of the design and development for the entire life of the contract. He will be the Architect of Record and manage all staff and sub consultants as well as control schedules.

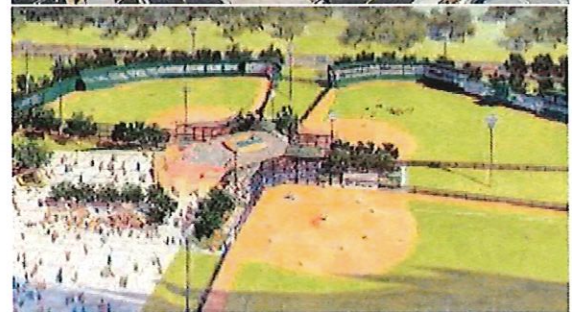
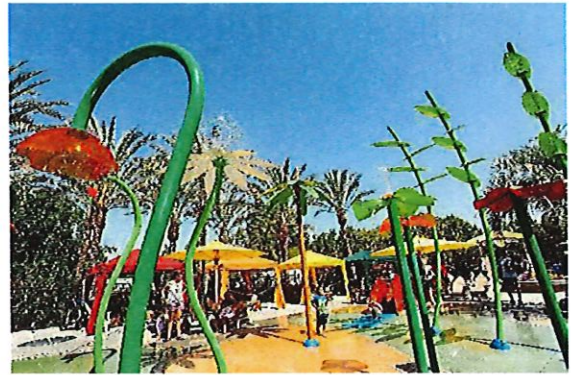
Affiliations

American Society of Landscape Architects (ASLA)

Executive Committee Vice president

ASLA Mentor

California Park & Recreation Society Continuing
Education Host





Mark Hirsch, IA Landscape
Contractor Senior Project
Manager Vice President

Years with Firm: 27

Education Associates

Degree

Construction Management

College of the Redwoods, Eureka CA

Associates Degree

Horticulture,

Fullerton College, Fullerton CA

Registration

Licensed Landscape Contractor, CA #956898

Certified Irrigation Designer/ Water Auditor #84847

QSP Certified SWPPP Practitioner/Inspector
#28925

Experience

Mr. Hirsch has 24 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained ten years' experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title

of Vice President. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

Professional Responsibilities

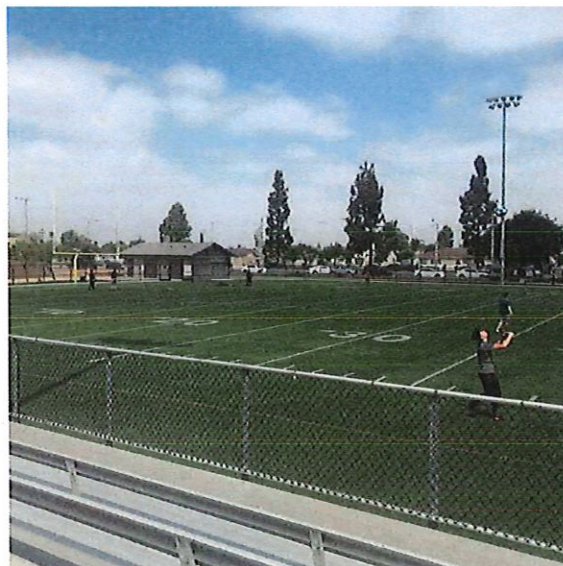
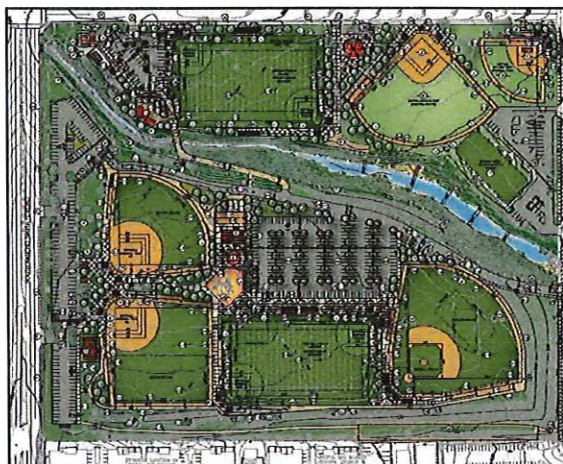
Project Management, Construction Management, Construction Support, Water Audits, Water Management, Irrigation Consultation, Presentations, Community Workshops, Conceptual Design Preparation, Construction Document Preparation, & Sub consultant Coordination

Affiliations

IA Irrigation Association

California Landscape Contractor Association

California Park & Recreation Society



15. SUBCONSULTANTS

Pacific Land Consultants, Inc. 28441
Highridge Rd. #230 Rolling Hills Estates,
CA 90274 310-544-8689
Chris Vassallo PLS plscal@msn.com



Field/Office Survey Services.

Pacific Land Consultants, Inc. has been in business for 30 years in the LA/OC area. We provide survey services for construction staking, ALTA's, topography, aerial layout, and state of the art GPS work.

We have two fully equipped crews with the latest technology, so we can always be in contact with the office. We have AutoCAD capabilities in the field, and with our PC phone cards can email information back and forth to the office.

Our employees have all been surveying for many years, our two crew chiefs have over 30 years' experience with them. They can evaluate boundary establishment, construction changes, and most questions that may arise in the field.

Our office staff is equipped with the latest Civil 3D AutoCAD and can produce a variety of finished products, such as topographic surveys, slope analysis surveys, ALTA surveys, construction drawings, showing points field crews set.

FIRM INFORMATION:

CRANE ARCHITECTURAL GROUP
110 E Wilshire Ave #300 Fullerton, Ca. 92832
Phone: 714-525-0363
Fax: 714-525-9826
Richard J. Crane Jr., AIA Principal
Architect Phone: 714-525-0363
rjcrane@cranearchitecturalgrp.com



FIRM DESCRIPTION:

Crane Architectural Group is a full-service architectural and planning firm that specializes in Park and Recreation projects. For more than 3 decades, Richard J. Crane, Jr., AIA, has designed projects that fully and effectively meet the needs of community and governmental agencies. At Crane Architectural Group we align that experience with a range of fresh approaches provided by a team of qualified professionals. Result: Design Excellence.

Crane Architectural Group provides full service architecture and planning services which include land planning, site analysis, programming, feasibility studies, ADA Studies, construction cost estimating, building design, construction documents, governmental processing, projects bidding & negotiation and construction contract administration & observation.

REGISTRATION

Registered Architect; State of California No. 21132; State of Texas No. 18270; State of Nevada No. 4964; State of Arizona No. 42293; State of Washington No. 8712
National Council of Architectural Registration Board; NCARB #40467

Robert DePrat, P.E. 1853
Yorba Linda Bl#235 Yorba
Linda, Ca. 92886 714-749-
3077
rdeprat@bluepeakeng.com
California (#60482)
Bachelor of Science, Civil Engineering, UC Irvine
M.B.A. UC Irvine



Professional Experience

Mr. DePrat has over 20 years of professional civil engineering experience serving clients throughout California in a wide range of public parks and private development projects. Blue Peak Engineering has provided civil engineering services to HAI throughout its history including sports parks, roadway design and recreation facilities. Along with his depth of experience, Mr. DePrat's success is attributed to his dedication to customer service and maintaining valuable working relationships among clients, contractors and jurisdictional agencies.

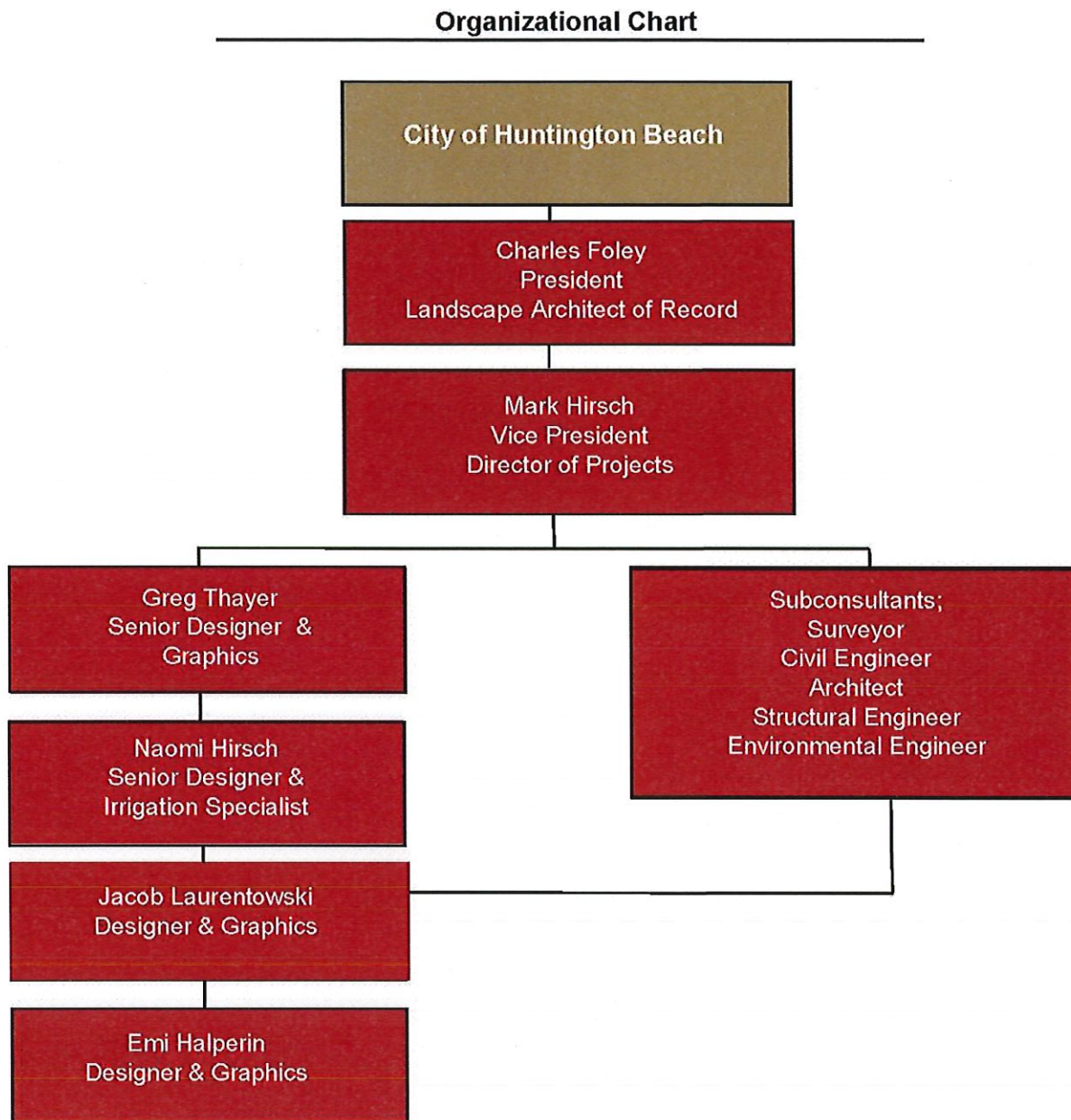


JCA Engineering Inc. is dedicated to providing efficiently innovative architectural lighting design services, and state-of-the-art electrical engineering. Projects successfully completed within the last year represent total construction values exceeding thirty million dollars. Those projects encompassed new and renovated educational facilities, efficient public works facilities, religious facilities, active and passive recreational sites, sports complexes, arenas and streetscapes for community revitalization. The principals of this growing design firm offer more than 65 combined years of experience in electrical systems engineering.

We implement new technology to evaluate our design proposals using software such as AutoCAD 2025. Lighting design incorporates all required Title 24 energy codes, and we are capable of providing all the required Title 24 forms to meet all state requirements.

JCA offers comprehensive experience in government, public works, federal, religious, business, institutional, private and educational facilities electrical system requirements and construction. In addition, JCA provides design expertise in fire alarm, electronic communications, intrusion alarm and video distribution systems.

16. ORGANIZATION CHART



17. EXPERIENCE AND TECHNICAL COMPETENCE

Hirsch & Associates, Inc. (HAI) utilizes state-of-the-art computer systems to meet the demands of our design and project needs. Our computers, including high-performance gaming systems, are specifically chosen to handle the complex data and graphics required for each project. All office computers are less than two years old, and daily backups are securely stored offsite to ensure data integrity and security. HAI is committed to maintaining up-to-date technology for all project-related work.

HAI utilizes the following in-house software programs to support our projects:

- **AutoCAD 2025**
- **ArcGIS Professional Plus**
- **Bluebeam Revu**
- **SketchUp Pro**
- **Adobe Acrobat Pro**
- **Zoom**
- **Microsoft Teams**
- **Microsoft Office Suite**
- **LogMeIn**
- **Irrigation Association Water Use Formatting**

HAI is fully equipped to conduct video meetings via Zoom, Webex, or Microsoft Teams, ensuring effective remote communication and collaboration with clients and stakeholders. We are also well-versed in providing virtual project presentations and engaging with clients digitally for real-time feedback and collaboration.

A. Staff Experience and Competence

HAI staff are highly experienced in utilizing the latest software tools and technologies required to deliver successful project outcomes. Our staff's expertise extends across all phases of landscape architectural projects, including conceptual design, design development, construction documents, and post-construction services.

Our team works seamlessly together, providing a comprehensive in-house design package from conceptual design through project approval and implementation. We understand the importance of collaboration, and our in-house capability ensures full control over design quality, coordination, and timely delivery. Additionally, we are equipped to manage multiple projects simultaneously while maintaining a high standard of work.

B. Project and Stakeholder Communication

HAI's project team has extensive experience in engaging with stakeholders and managing the communication processes necessary for successful project outcomes. We ensure effective coordination with clients, community stakeholders, and governing agencies, facilitating smooth project development from conceptual stages to final implementation.

C. Compliance with City and State Standards

HAI ensures that all projects comply with local, state, and federal regulations, including landscape standards, water conservation requirements, and environmental guidelines. We work closely with City staff to review and recommend improvements to relevant codes and specifications, ensuring that each project meets the highest standards of design, sustainability, and performance.

19. HAI IS CURRENTLY ON THE ON-CALL LIST FOR THE FOLLOWING CITIES.

City of Long Beach
City of Pomona
City of Redondo Beach
City of Hermosa Beach
City of Laguna Beach
City of Arcadia
City of Placentia
City of Irvine
City of Lakewood
City of Commerce
Los Angeles County Technical Assistance Program (LATAP)

20. FISCAL STABILITY

Hirsch & Associates Inc. has been in business for over 47+ years and is financially stable. The company has a strong financial track record with no pending litigation that would negatively impact its financial stability. Hirsch & Associates, Inc. maintains a robust financial standing, ensuring our ability to successfully execute and deliver projects as outlined in this proposal. D-U-N-S#09-641-6388.

21. REFERENCES

References of Work Performed Form

(List 5 Local References)

Company Name: Hirsch & Associates, Inc

1. Name of Reference: City of Pomona

Address: 505 S. Garey Ave Pomona, Ca. 91766

Contact Name: Matt Pilarz

Phone Number: 909-620-3652

Email: matt.pilarz@pomona.gov

Dates of Business: _____

2. Name of Reference: City of Long Beach

Address: 411 W Ocean Long Beach, Ca. 90802

Contact Name: Marilyn Surakus

Phone Number: 562-570-5793

Email: marilyn.surakus@longbeach.gov

Dates of Business: _____

3. Name of Reference: City of Westminster

Address: 8200 Westminster Blvd. Westminster, Ca. 92683

Contact Name: Tuan Pham

Phone Number: 714-585-1790

Email: _____

Dates of Business: _____

4. Name of Reference: City of Los Alamitos

Address: 3191 Katella Ave Los Alamitos, Ca. 90720

Contact Name: Ron Noda

Phone Number: 562-357-4520

Email: rnoda@cityoflosalamitos.org

Dates of Business: _____

5. Name of Reference: City of Baldwin Park

Address: 3251 Patritti Ave Baldwin Park, Ca. 91706

Contact Name: Manny Carillo

Phone Number: 626-814-5269

Email: mcarillo@baldwinparkca.gov

Dates of Business: _____

22. GRAPHIC EXAMPLES

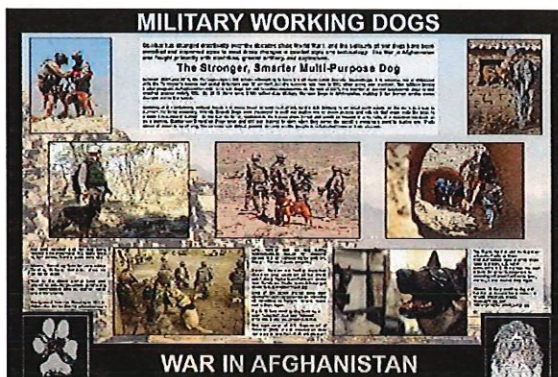
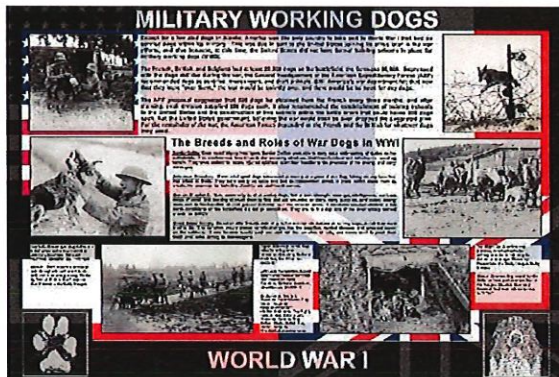
Graphic Example A

Project: MJPA War Dog Memorial Park
Developer Client: March Joint Powers Authority
Completed: Completed Summer 23
Construction Cost: \$2 Million

Contact: Timothy Reeves,
909-579-1294

Project Description

HAI provided conceptual design through construction documents and is providing construction support. The 5-acre dog park will feature separate areas for small dogs and larger dogs, feature parking, perimeter trail, pathways, recycled irrigation system and native plantings. Additionally, there will be (8) education plaques throughout the trail system which describe the role dogs have had since WWI through current wars, their training and handler evolution. There will also be a feature plaque that focuses on Woman dog handlers and their evolution in the military as well. HAI designed the 24"x36" plaques in house, researched and obtain the rights to use the imagery.



Graphic Example B

Project: Renovation of 14 Play Areas

Works Client: City of Long Beach

marilyn.surakus@longbeach.gov Completed: 12 Completed, 2 Bidding

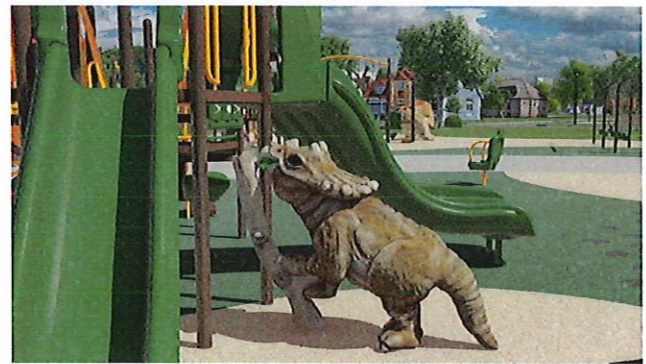
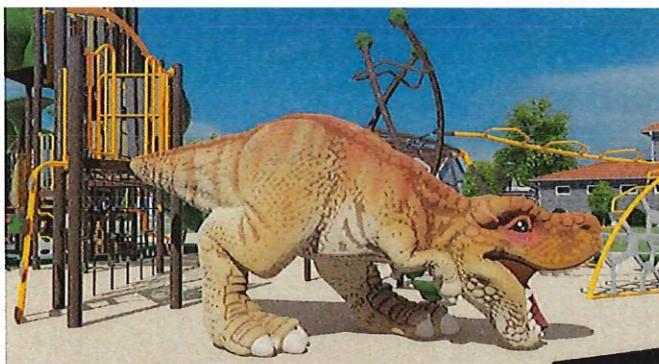
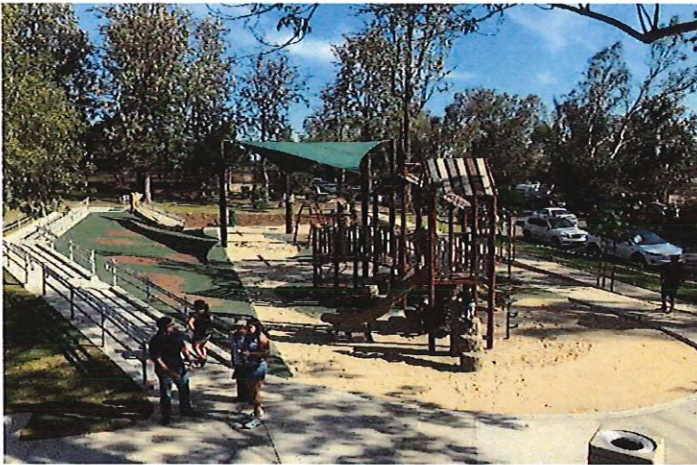
Construction Cost: \$8 Million

Contact: Marilyn Surakus, Manager Public

562-570-5793

Project Description

HAI is assisting the City in renovating a number of play areas throughout the City utilizing Long Beach Measure-A funding. Each play area being upgraded is intended to be different from the others. The play areas are considered to be "destination" play areas featuring unique equipment and site features such as slides built into hillsides, zip lines and custom play features featuring Dinosaurs and skateboard furnishings. The project started in 2017 and is still in progress based funding availability. Parks included are Drake, Eldorado, Jackson, Veterans, MLK, Whaley, Recreation, Channel View, Los Cerritos, Recreation, Colorado Lagoon, Cherry, Silverado and Ramona Parks.



Graphic Example C

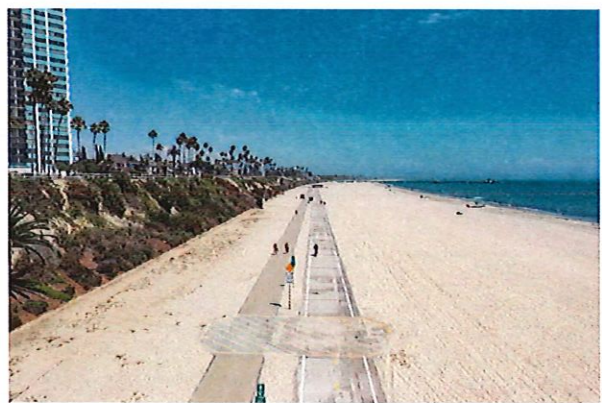
Project: Beach Pedestrian Path
Client: City of Long Beach

Contact: Eric Lopez, Director of Public Works
562.570.5690

Projected Construction Cost: \$6 Million

Project Description

From the HAI designed Beach Master Plan, the Beach Pedestrian Pathway was derived. HAI was contracted through the City of Long Beach to provide all conceptual design, construction documents and construction support services for the proposed 3.2 mile, 10' wide pedestrian pathway. The project features flexible paving pathway separated from the existing 17' wide concrete bike path/pedestrian path with relocation of 1.5 miles of existing bike path. Distance markers, minor nodes for resting with sitting boulders, signage, new striping on existing pathway, new pier crossing ramps encompass the project. The intent is to limit user conflicts on the existing pathway and develop additional beach pedestrian capacity. The project was coordinated with other Tideland funded projects such as restroom buildings and bluff stabilization projects and received Coastal Commission approval. Challenges included public outreach and opposition from numerous groups such as Surfrider Foundation and The Sierra Club. Ultimately, incorporating public input into the design won approval from the California Coastal Commission as well as user groups. The project is a huge success, increasing pathway and beach usage year after year. We reduced costs by utilizing concrete to be demolished and removed be crushed on site for base under the new pathway rather than hauled off site.



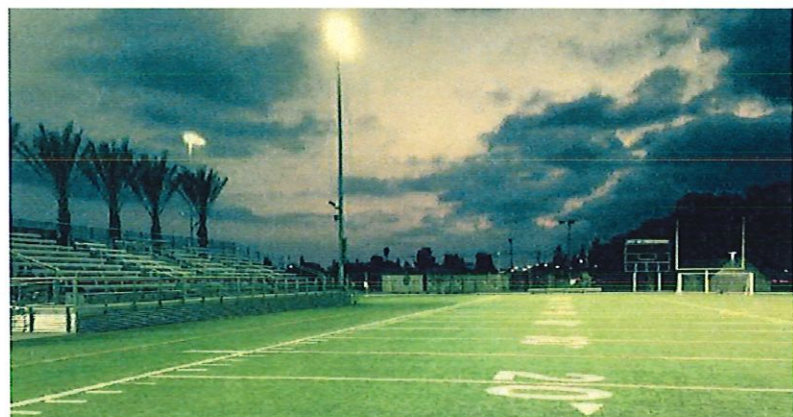
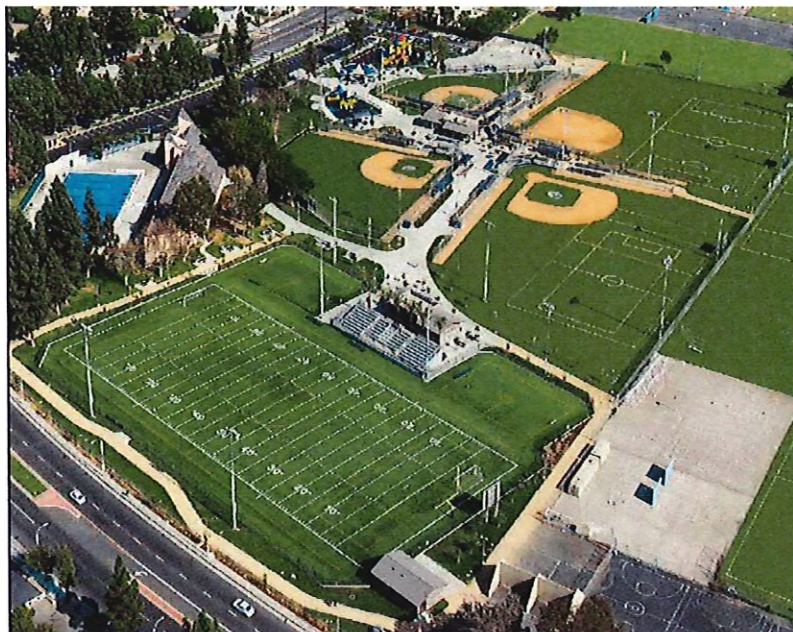
Graphic Example D

Project: Smith Park
Client: City of Pico Rivera
Construction Cost: \$8 Million

Contact: Ralph Aranda (Retired Parks Director)
562-400-3428

Project Description

The third and final sports park that HAI master planned, designed and provided construction support services to the City. HAI conducted community workshops for all three facilities steering the design process and ushering the designs and budgets through City Council. The park features artificial turf football/soccer field, grand stand seating for 400 people, (2) restroom concession stands with commercial kitchens, new play areas, (4) baseball/softball fields, lighting, picnic areas, parking lots, recycled water irrigation system and storm water catchment/infiltration.



Graphic Example E

Project: Red Car Greenway

Client: City of Long Beach

Completed: December 2017 Construction

Cost: \$980,000

Contact: Eric Lopez, Director of Public Works

562-570-5690

Project Description

HAI provided public outreach, feasibility studies, construction documents, permitting, bidding support and construction support. The Red Car Greenway is a sloped 3.5 acre stretch of land formally the right of way for the Red Car Rail System at the corner of 4th and Park. The new park space transformed a formally barren piece of property into a greenway with formalized trail and native landscaping consisting of hydroseed and shrub/tree plantings. The project connects the Belmont Heights Neighborhood to the Colorado Lagoon nature preserve and Marina Vista Park. It provides safe passage for students walking to nearby Wilson High School. The planning and outreach started in 2014 where the entire Red Car Right of way was Master Planned. HAI worked hand in hand with community groups such as the Belmont Heights Community Association and Friends of the Colorado Lagoon. The project plans for this portion of the Red Car R/W were crafted in 2016 and the project was bid and constructed in 2017. It was funded by (2) California State Park Grants. The Grants required public involvement in the performance of construction, California Conservation Corps labor was enlisted in the landscape portion of work, spreading recycled bark mulch from the Cities urban forest maintenance program. The project includes 8' wide colored concrete pathway intended to match the look of Decomposed Granite(DG) at the request of City Maintenance. Additionally, split rail fencing, timber light posts with LED fixtures, sitting boulders, dog waste bag dispensers, receptacles and coordination and connection to the 6th Street Bike lanes are included. HAI worked with Tree of Life Nursery to develop a coastal native plant palette including meadow hydroseed and shrub/tree selections.

Challenges to the project were schedule due to the Grant requirements and working through the permitting process with Los Angeles County Flood Control, historically slow and stayed true to that fact. The site contains a large 6' culvert drain it's entire length. Additionally, coordination with (2) pipe line companies was required due to oil lines running on the north and south sides of the parcel the entire length. In the end, HAI perseverance paid off. Sub Consultants provided survey, site lighting and power for restroom and controller, civil engineering and hydrology study, geotechnical and structural engineering.



Graphic Example F

Project: Mackay Park Contact: Nick Mangalakiri, Senior Civil Engineer
714-229-6729

Client: City of Cypress – Awarded AWP Project of the Year

Completed: November 2017 Construction

Cost: \$2.7 Million Project Description

Mackay Park is developed on a 2.9 acre portion of the former Mackay Elementary School property. The remaining portion of the school site has been redeveloped and features a new residential community. The park design was derived through community meetings conducted by HAI with area residents as well as meetings with City Staff, Parks Commission and City Council. The park features both active and passive recreation with picnic shelters, separate tot lot and children's play structures, half basketball court, restroom building, exercise equipment, sculpture garden, decomposed granite pathways, bioswales and infiltration collection, solar lighting, open turf, native planting and a parking lot. HAI provided complete design and oversight on the project from Conceptual Design through Construction Support.

No significant change orders on the project. Challenges related to high water table at the site, special design for footings in response.



*Southern California Chapter of the American Public Works Association (APWA) 2017
Project of The Year Award; Mackay Park City of Cypress*

Graphic Example G

Project: Eldorado Park Field

Works Client: City of Long Beach

marilyn.surakus@longbeach.gov Completed: September 2021

Construction Cost: \$2.5 Million

Contact: Marilyn Surakus, Manager Public

562-570-5793

Project Description

HAI provided conceptual design, construction documents and estimates, permitting and construction support for this artificial turf field. The design is intentional without security fencing, open to the public. It is an adult size field with youth fields included with striping. The infill is cork and sand, ADA access was designed into the project from existing parking lot and right of way. The existing trees were protected in place around the perimeter. Boulders were included to prevent vehicular vandals from entering the field, dispersed among the existing trees. 25 of the boulders are engraved with unique silhouettes that HAI designed.



Graphic Example H

Project: Sigler Park Soccer Fields

Client: City of Westminster

Status: Under Construction

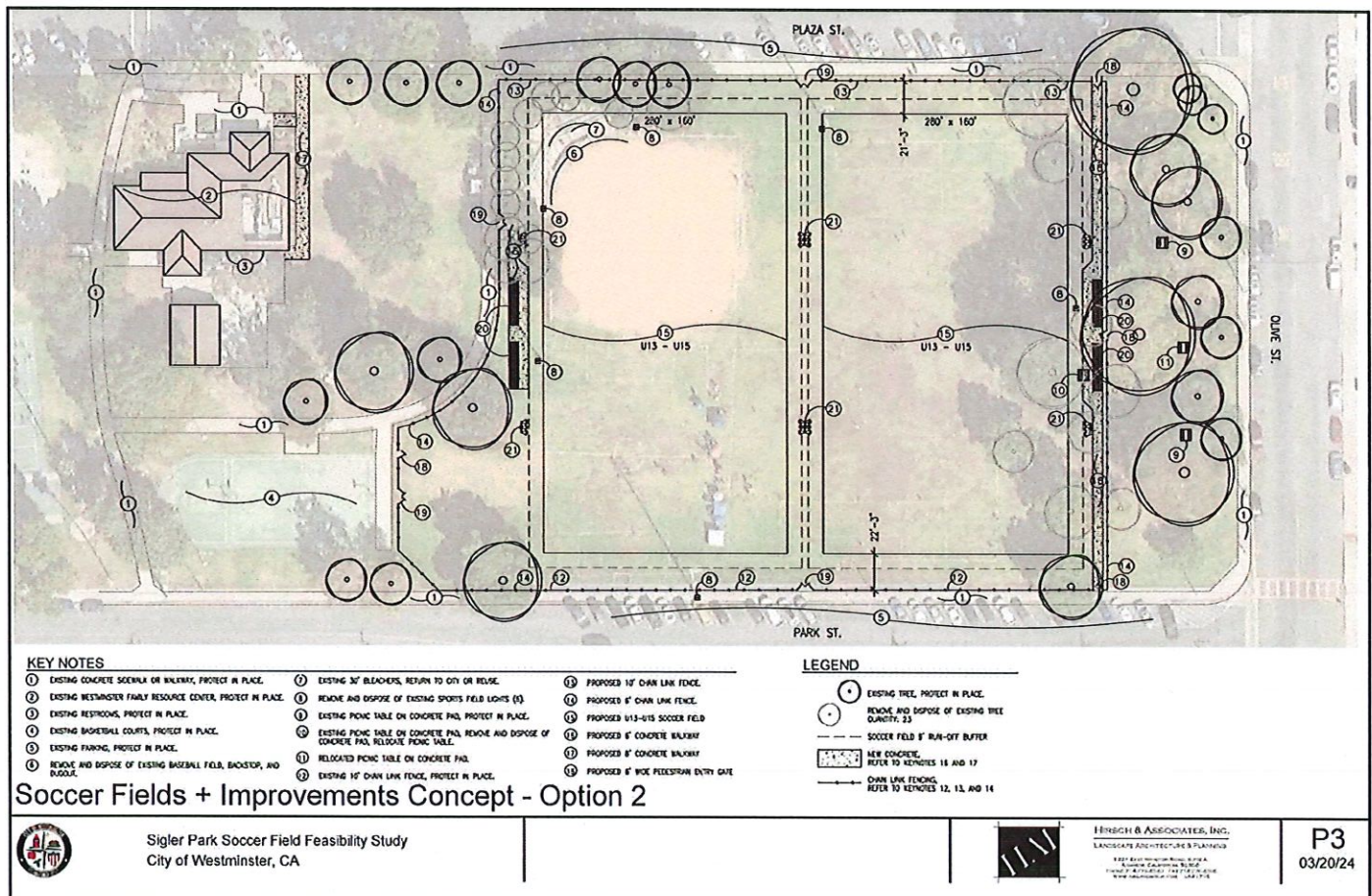
Projected Construction Cost: \$2.2 Million

Contact: Tuan Pham, Public Works

714-585-1790

Project Description

HAI provided conceptual design and project feasibility services, construction documents, assisted the City during bidding and is now providing construction support services. The project includes removal of an existing baseball field and sports lighting and replacing with (2) 280'x160' Natural Grass Soccer Fields allowing U13-U15 play at maximum size. The design includes Musco sports lighting, vinyl coated chain link fencing, ADA Path of Travel sidewalks, bleachers, maintenance access, hydration stations, equipment storage container



Graphic Example I

Project: City Wide Pickleball Study

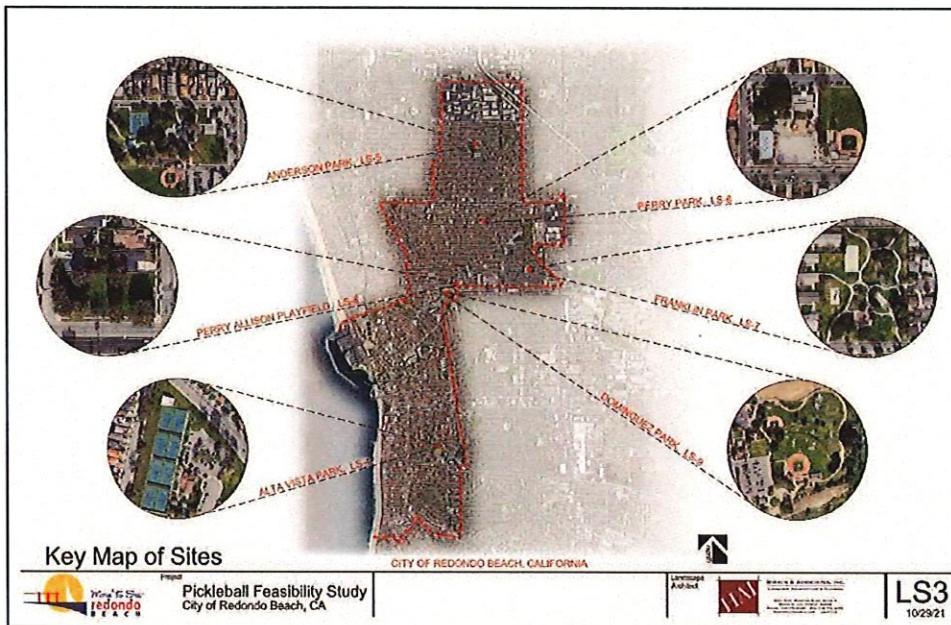
Contact: Kelly Orta, Community Services

Client: City of Redondo Beach Completed:
Construction Cost: Up to \$1,000,000

310-318-0610

Project Description

The City of Redondo Beach is embarking on a project to satisfy the Pickleball Stakeholder Group by providing dedicated Pickleball Courts within existing facilities. The balance is to not displace other user groups when providing courts as well as keep courts as far away from residential homes. Many locations in the City are within SCE Easements. HAI evaluated each existing park facility and prepared the study including preliminary construction costs estimates by location. The City intends to fund and select phase one implementation in 2024.



Graphic Example J

Project: Belmont Shore Streetscape
Works Client: City of Long Beach
marilyn.surakus@longbeach.gov
Construction Cost: \$1.75 Million

Contact: Marilyn Surakus, Manager Public
562-570-5793

Project Description

HAI conducted community meetings with area residents, Belmont Shore Parking Commission, Belmont Shore Business Association and District Council Member to craft the design for the beautification of this half mile section of Second Street. Problematic Ficus trees were removed as well as deteriorated landscape and inefficient above ground spray irrigation. The project features additional palm trees, drought tolerant plantings, raised planters, decorative concrete, landscape and column LED lighting and below grade drip irrigation saving water and providing a landscape that requires less maintenance. Decorative color and aggregate seeded concrete are reflective of wet sand patterns inspired from nearby beaches.



Graphic Example K

Project: Westminster Playground Renovation
Client: City of Westminster
Status: 8 completed, 4 under construction
Design: 2020- present

Contact: Tuan Pham, Public Works
TPham@Westminster-CA.gov

Project Description

HAI provided conceptual design and public outreach through construction documents and construction support. The City is undertaking renovation of 12 playgrounds of which HAI has assisted in each park's development. The goal is to create a different play experience for each facility and increase use. Budget driven, most of the renovations occur within the same or slightly modified footprint of the existing playground. 2 Community meetings were held for each park facility allowing stakeholders to have input into the play equipment and select features they were interested in.



23. OTHER INFORMATION

A. Project Delivery and Capacity

Hirsch & Associates, Inc. (HAI) has a proven track record of completing projects on schedule and within budget. The projects referenced in this qualifications submittal—as well as others currently in design or recently completed—demonstrate our ability to deliver high-quality results using our dedicated in-house staff and trusted subconsultant team.

B. Community Engagement

Community involvement is essential to the success of every project. HAI prioritizes meaningful public engagement by facilitating interactive workshops, stakeholder meetings, and digital outreach strategies. These include hands-on planning exercises, multimedia presentations, and online polling tools. Our team incorporates community feedback into the conceptual design process to ensure that final solutions are reflective of stakeholder priorities. When appropriate, we also develop project-specific webpages to provide updates, share meeting outcomes, and maintain ongoing communication with the public.

C. Conflict of Interest

HAI affirms that there are no known conflicts of interest in connection with providing professional services to the City of Huntington Beach.

D. Litigation

Hirsch & Associates, Inc. Landscape Architects has not had any claims or litigation filed against our Corporation.

24. CERTIFICATION OF PROPOSAL

Hirsch & Associates, Inc., the undersigned, hereby submits its proposal and by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications and to be bound by the terms and conditions.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

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

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

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

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

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

EXHIBIT B



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

On Call Architectural Engineering, Landscape Architecture and Professional Consulting Services City of Huntington Beach, California

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses. Fees shall be valid for the life of the contract.

Reimbursement Expenses

All printing, blueprinting, computer plotting, computer scans, photographic reproductions and special overnight deliveries, other than US Postal Service, requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates.

HAI

Principal Landscape Architect	\$195/hr
Landscape Architect	\$155/hr
S. Project Manager	\$135/hr
Designer	\$95/hr
Clerical	\$75/hr
Public Meetings	\$600/ea
Construction Meetings	\$750/ea
Reproduction / Printing	Cost Plus 10%

JCE

Principal	\$216/hr
Associate Principal	\$202/hr
Project Manager	\$191/hr
Project Engineer	\$153/hr
Designer	\$139/hr
Technical Typist	\$64/hr

Blue Peak

Civil Engineer	\$225/hr
Design Engineer	\$190/hr
Drafter	\$90/hr

Crane Architectural

Principal	\$220.00/hr
Staff Architect	\$180.00/hr
Project Designers	\$150.00/hr
Project Manager	\$135.00/hr
Cad Draftsman	\$95.00/hr



HIRSC-1

OP ID: EM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727	909-890-9707	CONTACT NAME: Angelina Quezada	PHONE (A/C, No, Ext): 909-890-9707	FAX (A/C, No): 909-890-9237
		E-MAIL ADDRESS: aquezada@unickelinsurance.com		
INSURED Hirsch & Associates, Inc. 2221 E. Winston Rd. Ste A Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Travelers PropCasCo of America			25674
	INSURER B: Aspen American Insurance Compa			43460
	INSURER C: Travelers Prop Gas Co of Am			25674
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	080-8S798388-24-47	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-3W747756-25-47-G	01/24/2025	01/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8S799914-24-47-G	10/14/2024	10/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AAAE300078-05	12/12/2024	12/12/2025	Ea Claim \$ 2,000,000 Aggregate \$ 2,000,000

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

*See notes

APPROVED AS TO FORM

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

CERTIFICATE HOLDER

CITHB-1

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Angelina Quezada

NOTEPAD:

HOLDER CODE CITHB-1
INSURED'S NAME Hirsch & Associates, Inc.

HIRSC-1
OP ID: EM

PAGE 2
Date 06/16/2025

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are Additional Insured in regards to General and Hired/Non-Owned Auto Liability, Waiver of Subrogation applies to Workers Compensation, Primary and Non-Contributory wording applies, per attached endorsements. 30 day notice of cancellation except 10 days for nonpayment.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the limits of insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II -- Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED -- RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II -- WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that has financial control of you is an Insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II - WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The Insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of Insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The Insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II - WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The Insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietitian, nutritionist,

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

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

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

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

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

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

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

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

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY -- RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent 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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.