

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MCK AMERICAS, INC.
FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

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

WHEREAS, CITY desires to engage the services of a consultant to perform on-call construction management and inspection services; and

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

CONSULTANT hereby designates Stephen McDevitt who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

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

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.

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,
MCK AMERICAS, INC.

By: _____

Bronzan McDevitt

print name

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

AND

By: _____

Steve McDevitt

print name

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

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

City Manager

INITIATED AND APPROVED:

Director of Public Works

APPROVED AS TO FORM:

P. J. San
City Attorney

Date

10/21/2025

RECEIVE AND FILE:

City Clerk

Date _____



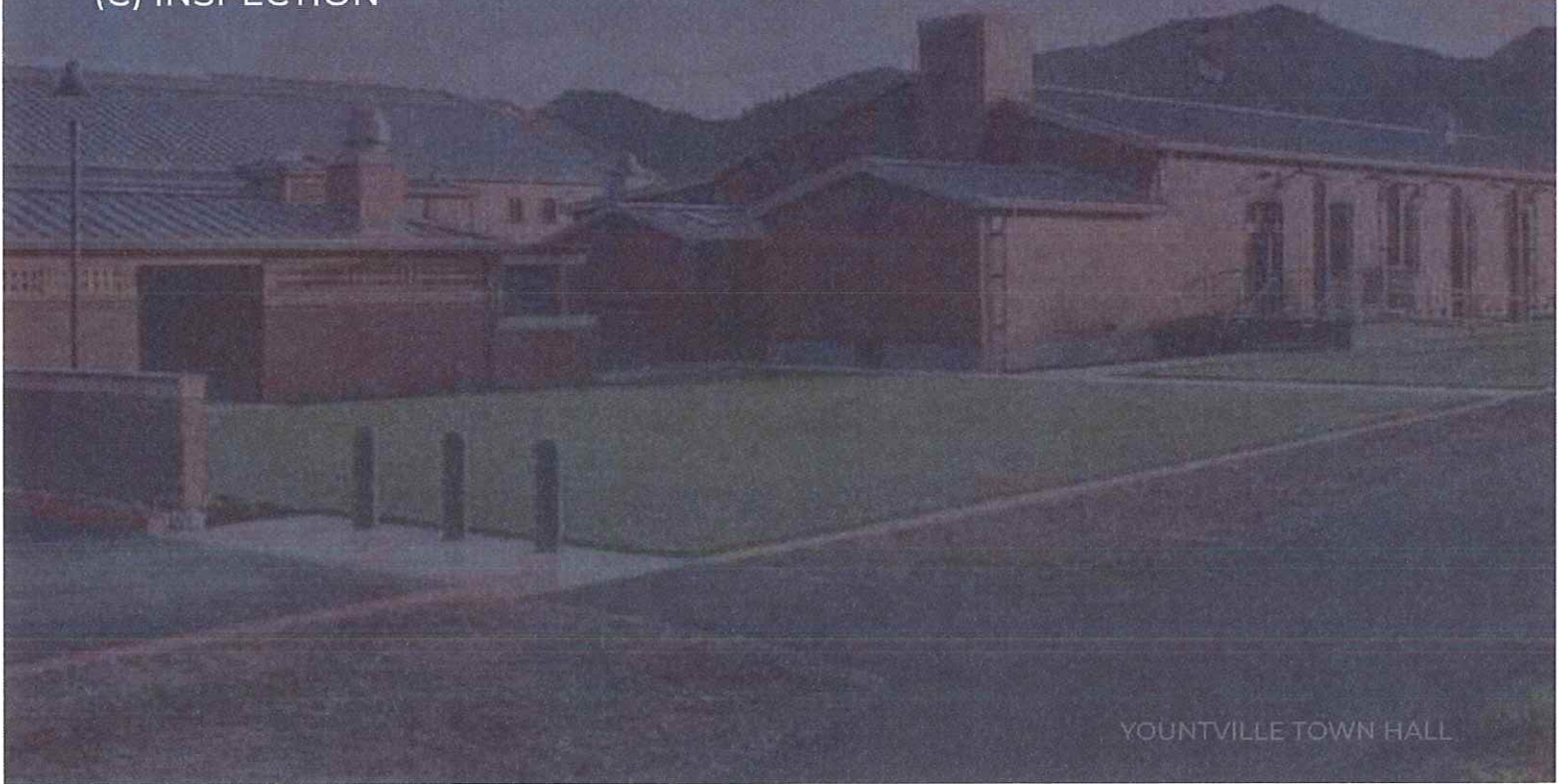
EXHIBIT A

CONSULTANT FIRM
MCK AMERICAS, INC.
201 CONTINENTAL BLVD
EL SEGUNDO, CA 90245
818-732-8057

CITY OF HUNTINGTON BEACH ON-CALL CONSTRUCTION MANAGEMENT, MATERIALS TESTING, AND INSPECTION SERVICES

PROPOSED SERVICE CATEGORIES:

- (A) CONSTRUCTION MANAGEMENT
- (C) INSPECTION



YOUNTVILLE TOWN HALL

AGENCY
PUBLIC WORKS
DEPARTMENT, CITY OF
HUNTINGTON BEACH

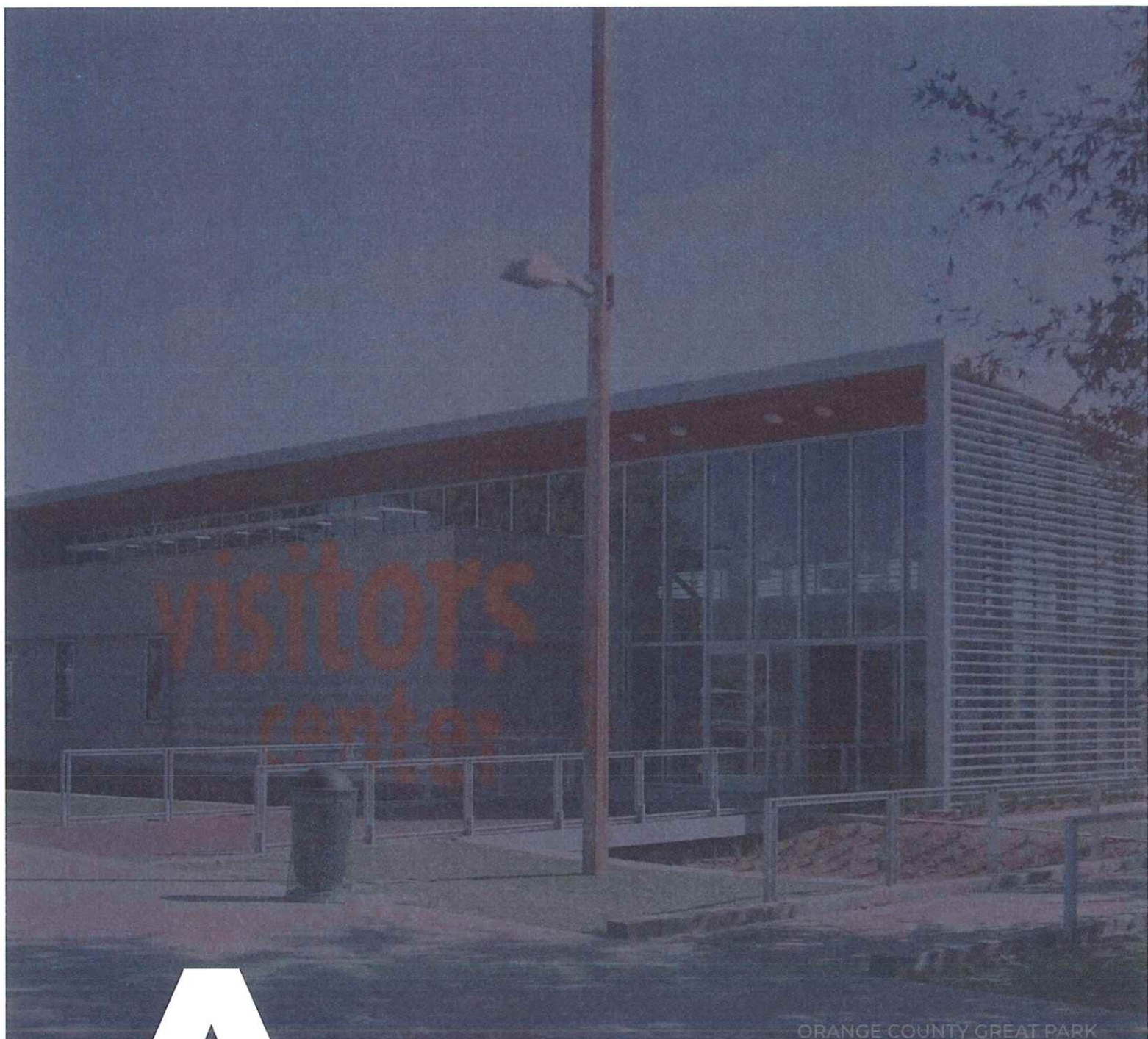
PROPOSAL CONTACT
FERNANDA MIRANDA
FMIRANDA@MCKINC.NET

PROPOSAL DATE
JUNE 13, 2025

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ORANGE COUNTY GREAT PARK

A

COVER LETTER

COVER LETTER

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

RE: RFP FOR ON-CALL CONSTRUCTION MANAGEMENT, MATERIALS TESTING AND INSPECTION SERVICES

Service Areas: A. Construction Management and C. Inspection

MCK Americas, Inc. (MCK), is pleased to provide this proposal for service categories A. Construction Management and C. Inspection. Thank you for getting to know us and learning about our team's unique capabilities. We are impressed with the commitment Huntington Beach has made to the City's capital improvement projects and your 192,000 residents and millions of visitors. Within this proposal you can expect to learn about our team, our history of similar projects, our approach, and our strategy for handling on-call contacts.

We understand the City of Huntington Beach desires to contract with firms to provide on-call services for project scopes such as traffic signals, pump stations, curb and gutter, sidewalks, pipelines, structures, road rehabilitation, reservoirs, and bridge retrofits. MCK holds, or has held, nearly 25 on-call contracts in the last few years so we are well-experienced in how to handle as-needed services in similar areas and project types to ensure the City's needs are met, budgets are not exceeded and schedules stay on time. MCK is currently working with the City of Huntington Beach on the switchgear replacement and redesign of the Central Library as part of an on-call contract and would love to be able to continue working with staff and in the region.

MCK has extensive experience in all types of public works and capital improvement projects all over Northern California and Southern California. If selected for award, your contract will be managed by our Southern California team of Project Managers and support staff who are located at 201 Continental Blvd., Suite 230, El Segundo, CA 90245; Ph: (818) 732-8057. Despite our regional sprawl and growing staff, we have remained a small-to-midsized, nimble firm, easily able to pivot at a moment's notice. We're free from bureaucratic constraints that come with working with a large firm which we've shown on our current contract with the City and would provide that same level of service and flexibility as well as direct contact with MCK's President who has over three decades working in the industry.



COVER LETTER

Additionally, MCK understands the City's desire to retain a firm experienced in Progressive Design Build (PDB) delivery methods which MCK has been providing since 2015.

We've added to the team at benefit of the City, subconsultant, Tricertus LLC who has worked on private and public projects all over Orange and Los Angeles Counties. Tricertus LLC is headquartered in Glendora with a regional office in Long Beach and they are familiar with City Standard Specifications & Plans and will be offering CM support. They have a vast history of roads, bridges, and street work that will compliment the team.

Thank you for getting to know us and learning about our team's unique capabilities. Please enjoy the enclosed proposal, and do not hesitate to contact me at (818) 732-8057 for any reason.



Brendan McDevitt, President

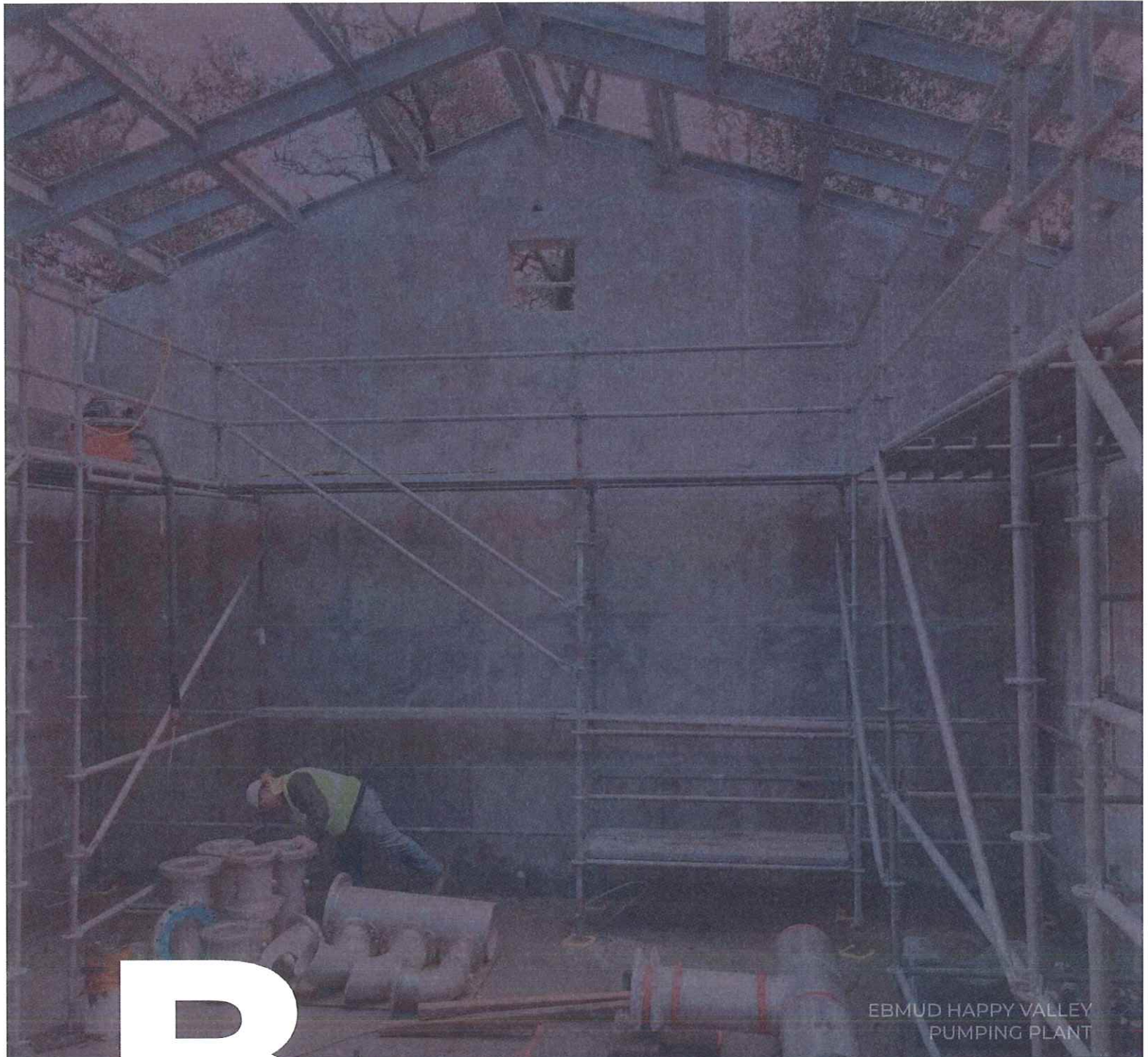
MCK Americas, Inc.

201 Continental Avenue, Suite 230, El Segundo, CA 90245

Ph: (818) 732-8057 Email: bmcdevitt@mckinc.net

CONTACT & AUTHORIZED TO BIND FIRM





EBMUD HAPPY VALLEY
PUMPING PLANT

B

VENDOR APPLICATION FORM

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: MCK Americas, Inc.

Contact Person for Agreement: Brendan McDevitt

Corporate Mailing Address: 150 Executive Park Blvd., Suite 2150

City, State and Zip Code: San Francisco, CA 94134

E-Mail Address: bmcdevitt@mckinc.net

Phone: (415) 656-3264 Fax: NA

Contact Person for Proposals: Stephen McDevitt

Title: Chief Operations Officer E-Mail Address: smcdevitt@mckinc.net

Business Telephone: (415) 656-3264 Business Fax: NA

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

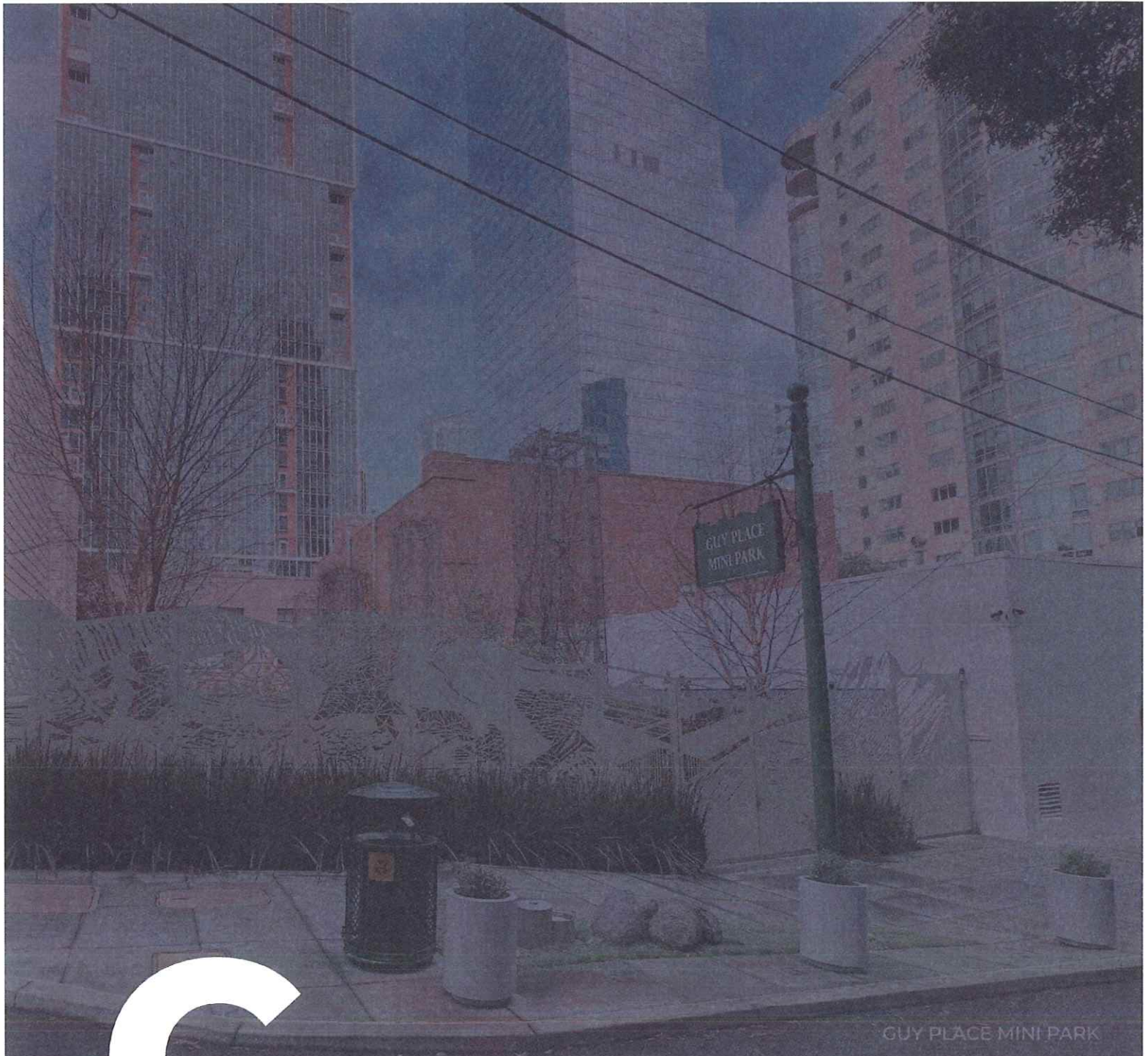
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Brendan McDevitt</u>	<u>President / Chairman</u>	<u>(415) 656-3264</u>
<u>Marianna McDevitt</u>	<u>Secretary / Treasures</u>	<u>(415) 656-3264</u>
<u>Jordan McDevitt</u>	<u>Board Member</u>	<u>(415) 656-3264</u>
<u>Stephen McDevitt</u>	<u>Chief Operations Officer / Board Member</u>	<u>(415) 656-3264</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 94-3367252

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

City of Huntington Beach Business License Expiration Date: Currently Attaining



C

PRE-QUALIFICATION
FORM (EXHIBIT A)

PRE-QUALIFICATION FORM

ON-CALL CONSTRUCTION MANAGEMENT and MATERIALS INSPECTION CONSULTING
SERVICES

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

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

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

Firm Name: MCK Americas, Inc.

Firm Address: 201 Continental Blvd., Suite 230, El Segundo, CA 90245

Signature:



Date: June 13, 2025

An aerial photograph of the McLaren Park Community Gardens. The image shows a hillside with a dense cluster of multi-story residential buildings in the upper right. Below the buildings, a large area is dedicated to community gardens, featuring numerous raised garden beds and some small structures. The foreground shows a paved road and more greenery. The overall scene is captured in a slightly desaturated, artistic style.

MCCLAREN PARK COMMUNITY GARDENS

D

SERVICE CATEGORY

I. FIRM QUALIFICATIONS

The following supports our qualifications for both service categories A) Construction Management and C) Inspection. Our firm experience, including projects and staff, include scope items that support both construction management and inspection services.

(1) Firm Capabilities

INTRODUCING MCK

MCK Americas Inc. (MCK) was founded in 2000 and is organized as a Project/Construction Management group, performing all aspects of project delivery, and a Project Controls group, performing Cost Estimating, Scheduling, Constructability and Alternatives Analysis. Consistent with MCK's overall management philosophy, both groups work closely and support each other. The Controls group consists of staff that have worked for large General Contractors, bringing a high level of accuracy and reliability to estimates and schedules. The PM/CM group has an emphasis on Project Administration, Construction Logistics, Inspections, Activation and Commissioning, Quality Control, Closeout and all tasks related to delivering a project from tip to tail. MCK in-house staff includes registered professional engineers, licensed contractors, project managers, construction managers, construction inspectors, field engineers, office engineers, document control/administration, claims specialists, schedulers, and a full-service cost estimating team.

SUBCONSULTANTS

TRICERTUS

Tricertus, LLC is a DBE/SBE-certified consulting firm specializing in program management, construction management, project oversight, and other services. Tricertus provides technical expertise and advisory services to public and private sector clients, helping them deliver successful projects with a focus on cost, schedule, and quality control. Tricertus' core services include construction inspection, estimating, scheduling, project controls, and claims analysis, as well as litigation support, forensic accounting, and expert witness testimony. The firm has worked on roads, bridges, transit, airport, and public facility projects. Relevant projects include serving as part of an On Call for Construction Management Services with the Port of Long Beach on Pier B, serving as part of an On Call for Project Controls services with the Port of Long Beach, serving as part of an On Call for Estimating Services with the Port on Long Beach on Pier B, LA Metro - Southwestern Yard, LAX - Midfield Satellite Concourse and Caltrans - Highway 101 - Carpinteria to Santa Barbara projects.

(2) Key Personnel

Tania Gharechedaghy, PE, PMP, DBIA Construction Manager | MCK

Tania has 20 years of industry experience serving as Program Advisor and Program Executive. Her extensive experience spans across multiple product types such as public and private real estate and tenant improvements, aviation, civil, manufacturing, and entertainment. She specializes in strategic startup and execution of complex programs and projects of all sizes. As a long-time public owner, her expertise includes advising owners on project delivery method selection, team structure, and overall tactical program framework, as well as developing the project tools and teams for successful implementation. Tania has a BS in Civil Engineering from Santa Clara University, a BA in Engineering from Saint Mary's College and she completed her Project Management Professional Program at San Francisco State University. She also possesses her Professional Engineer (PE), California Board for Professional Engineers, License No. 75859, Project Management Professional (PMP), Project Management Institute, Certificate No. 1662451 and Design-Build Professional (DBIA), Design-Build Institute of America, Certification No. D-3216. Tania's local project experience includes serving as Terminal Delivery Director for the \$1.7B Terminal 5 Renovation and Redevelopment Program (Progressive Design-Build and CMAR) at Los Angeles World Airports and owner's lead Project Manager for the \$1B+ SFO Terminal 3 West Modernization (Progressive Design-Build) and supported the Project leadership and stepped in as lead Project Manager for the SFO Courtyard 3 Connector (Progressive Design-Build). She is a Design-Build expert specializing in Progressive Design Build for major infrastructure projects in California.

Brendan McDevitt, PE | Construction Manager | MCK

Brendan McDevitt is a licensed Professional Engineer and General Engineering Contractor and is the President and CEO of MCK. Brendan has over 30 years of experience managing large multi-discipline teams on complex programs and projects for public and private agencies. Brendan is the former Division Manager for the San Francisco Clean Water Program Construction Management Bureau, so he understands the complexities and needs of public agencies. Brendan has worked for large engineering and construction services firms leading pursuits in buildings, entertainment facilities, water/wastewater, heavy civil and industrial, recreation & parks, large and small-bore pipelines and tunnels, environmental, waste management, land development and transportation projects. Relevant to this

project, he has served as the Project Manager for SFO's \$83M, 136,000 SF Consolidated Administrative Office Building project; Principal In Charge for SFO's \$237M, 351-room, 12-story high rise Grand Hyatt Hotel Project; Resident Engineer for SFPUC's Treasure Island Water Resource Recovery Facility; Executive Advisor for the Golden State Warriors San Francisco Arena Development Project; Resident Engineer for TJPA's Transbay Transit Center Project; and Project Manager for the construction of AT&T Park. Brendan will be available to the City at all times and will ensure all expectations are being met and exceeded by the team.



Keith Ulinger | Construction Manager | MCK

Keith Ulinger has over 33 years of experience as a General Contractor and Project Manager. His experience ranges from infrastructure, utilities, offices, aviation, retail complexes, stadiums, arenas, schools, federal facilities, residential, water/wastewater, parks and indoor sports facilities. He is well-versed in all types of contracting methods, preconstruction services including costing, value engineering, constructability and the development of bid/trade packages. He is a self-motivated, results-oriented team leader, conscientious and detail-oriented. He is experienced in managing multi-faceted project management teams, setting effective priorities and achieving both immediate and long-term goals, ensuring smooth workflow and without fail meets all deadlines. Keith is a collaborative leader skilled at fostering relationships between all stakeholders to streamline communication, minimize conflicts, and optimize project schedules. Keith's relevant projects include serving as Project Manager for the City and County of San Francisco Federal Building, San Francisco County Jail No. 3 Replacement, large indoor facilities including Chase Field in Arizona, Talking Stick Resort Arena, as well as corporate headquarters, hospitals, a campus for Apple, the Salt River Facilities and many more. Keith's roadway experience includes serving as Project Manager/Construction Manager on the South McDonnell Roadway Realignment Project, part of the SFO Airport Hotel Capital Program, and NDOT's Spaghetti Bowl Express, as well as many water/wastewater/utilities projects. Keith has a B.S. in Construction Management from Arizona State University and certifications in OSHA 30 Hour and USACE Construction Quality Management. He's well-versed in CM Software, in particular Unifier, Procore, and Kahua as well as Microsoft applications, HeavyBid and Blue Beam.

Nate Gavzy | Construction Manager | MCK

Nate Gavzy has over 17 years experience in construction management, project controls, inspection, and field engineering gained on a variety of multi-million-dollar public and private works projects. Nate is an expert in Construction management software, which he has helped to implement at multiple public agencies. Nate has held roles such as Project Controls Manager, Resident Engineer, Change Order Manager, and Field Contract Administrator. His responsibilities have included oversight of inspection and testing consultants, enforcing code and permits requirements, specifications and materials compliance, contracts administration, budget and change management, invoice reviews, reporting, manpower and equipment estimating, and reviewing submittals, RFIs and as-builts. Nate has served as Field Contract Administrator/Project Controls for the construction of the Treasure Island Water Resource Recovery Facility; Project Controls Manager for the construction of SFO's Grand Hyatt Hotel project and Consolidated Administrative Office Building project; Project Manager/Project Controls Manager for the construction of Terminal 1 at Napa County Airport; as well as many other large utility, water, and wastewater projects and buildings.

Billy Boidock | Construction Manager | MCK

Billy has served as Project Manager, Construction Manager, Controls Manager and Inspector for projects relevant to this pursuit including focus on tenant improvements, offices, public amenities, MEP, water/wastewater, solar, sustainability and building code compliance. Billy is currently serving as Construction Manager for East Bay Municipal Water District's Occupied Facilities Program, the Consolidated Administration Office building and Terminal 3 West Modernization building at the San Francisco International Airport. Additionally he spearheaded the Golden State Warriors Arena Capital Improvements which consisted of the Warriors Owners Lounge renovation,



team store, and several other amenities. He is experienced in managing multiple project management teams on multiple projects at one time, setting effective priorities and achieving both immediate and long-term goals, ensuring smooth workflow and meeting all deadlines.

Tom Bosley | Construction Manager | MCK

Tom has over 20 years of industry experience overseeing large construction projects, with emphasis in MEPF, DDC, FLS, special systems and utility coordination. Tom's primary responsibilities include managing design professionals and general contractors, budgeting, bidding, permitting, document control, change management, schedule maintenance and project closeout for multiple platforms including high rise office, industrial/logistics centers, professional sports facilities, multifamily and mixed-use projects. In addition to trade school where he learned multiple building trades, he served a State administered apprenticeship program and earned a Master Electricians License in both Colorado and Wyoming. Tom also attended Red Rocks Community College in Golden Colorado to study HVAC & refrigeration systems, DDC systems, fire/life safety systems, process controls and access controls, further enhancing my special systems expertise. Tom's relevant project experience includes: West Edge, Los Angeles, CA (\$320M) where he as Lead Construction Manager on \$320M LEED-certified commercial office space, 600 Type 3A multi-family residences and 80K sf of retail space over 3 levels of subterranean parking. The project included demolition, remediation of contaminated soil, excavation, temporary dewatering, and construction of 780K sf transit oriented mixed-use space. Riverwalk Mixed-Use Community, San

Diego, CA (\$3B) where he served as Lead Construction Manager on the first phase of a 20 year redevelopment of the Riverwalk Mixed-Use Community. This massive scale mixed use development included 4,000 new market rate apartment units, 100K sf of retail space, 1M sf of Class A office, park space, a new Metro stop and restoration of the San Diego River and associated wetlands. Raceway Industrial, North Las Vegas, NV (\$62.4M, 2019) where he served as Lead Construction Manager for this \$62.4M, 680k sf ground up logistics data center. This industrial project provides a cross-dock distribution building with secure truck courts and ample trailer parking.

Matt White | Scheduler | MCK

Matt White is a seasoned Project Controls and Scheduling Expert with over 20 years of experience delivering project controls, schedule management, dispute resolution, and claims support for over 100 domestic and international projects. His work spans diverse sectors, including buildings, renovations, airports, highways, schools, correctional facilities, water treatment plants, power plants, environmentally sensitive projects, and oil refineries. Matt has extensive experience performing and leading teams in schedule development, delay analysis, and claims evaluation, supporting contractors, owners, architects, engineers, and surety companies during litigation, mediation, and arbitration processes. Some relevant projects Matt has worked on include Grand Hyatt Hotel at SFO, Consolidated Administration Campus Phase I Building at SFO, Terminal I Renovation at Napa County Airport, Various School Project Renovations with the San Rafael School District, Corcoran State Prison and Facility Expansion with Hexcel Corporation.

Ricardo Rodriguez | Construction Scheduler | Tricertus

Ricardo Rodriguez is a Senior Managing Consultant at Tricertus. He has had various construction consulting roles including claims and damages review, schedule reviews, forensic scheduler, project management, construction management, estimates review, change order reviews, and document management for projects in the United States and Canada. His construction experience consists of project management; schedule preparation and analysis; schedule delay and acceleration analysis; contract document assessment; change order and contract compliance; and defective testing. Some relevant projects Ricardo has worked on include San Bernardino Municipal Water District, Facilities Relocation P1 in San Bernardino, Contra Costa Transportation Authority, SR4 Mokelumne Bike Trail/Pedestrian Overcrossing in Brentwood and Contra Costa Transportation Authority, I-680/SR 4 Interchange Improvements - Ph 3 in Contra Costa. Ricardo has expertise in P6 Software and other scheduling tools.

Engel Gaeta | Construction Scheduler | Tricertus

Engel Gaeta is an accomplished, well-organized, and bilingual Scheduler. He started in the field and had 14 years of experience in the construction industry, specializing in building foundations and concrete work such as frost walls, stem walls, and structural designs for underground parking. Engel is utilizing his field experience and pivots to perform professional scheduling tasks. With 1 year under his belt as a scheduler, his vast experience enabled him to absorb the intricate knowledge

of scheduling quickly and brings to the table a valuable perspective required of good schedulers. Engel is a great team player and possesses excellent organizational and managerial skills, which enable him to efficiently lead and supervise crews on the field and communicate with superintendents, project managers and field personnel. Some relevant projects Engel has worked on include Alamitos Battery Energy Storage System 2 in Long Beach and Huntington Hospital Pharmacy in Pasadena. Engel has expertise in P6 Software and other scheduling tools.

James Weber | Construction Inspector | MCK

James Weber has 27 years' experience and a focus on electrical work for the top three electrical contractors in the country. He served as estimator, inspector, and other key roles including services on numerous wastewater and treatment facilities in the San Francisco Bay Area and Southern California. As part of estimating any water facilities the following components are always factored in: low voltage systems (i.e. fire alarms, security, communications, etc.), SCADA systems installation from concept to construction, high voltage 15kV and higher systems for incoming power, redundancy power and low voltage systems (i.e. transfer switches, generators, emergency lighting systems, back-up feeders to motors and pumps, automatic transfer switches), low voltage electrical systems 12kV and lower, and related switchgear and transformer work. James is presently working with the City of Huntington Beach under an On Call contract for Electrical inspection services and is presently performing electrical inspection services to the switchgear replacement and 5KV redesign on the Central Library.

Al Cochran | Construction Inspector | MCK

Al has over 30 years of civil, electrical and structural inspection experience related to buildings, water, wastewater, roadways, underground utilities, environmentally sensitive projects and more. He has recent experience as a lead inspector, as well as managing large multi-discipline teams, prime contractors, designers and specialty consultants on public works projects. Al has provided inspection services for roadwork, public facilities, wastewater, pipelines and flood control, transit projects, and more. Relevant projects include the Consolidated Administrative Office Building, South McDonnell Road Realignment and Grand Hyatt Hotel projects at SFO where he served as Senior Inspector. He has provided inspection services for SFPUC's Bay Corridor Transmission Distribution, MEP and site improvements for California Department of Corrections Healthcare & Prison Facilities, construction of a 134-unit house complex (Shirley Chisholm Village), and multiple water/wastewater projects

for EBMUD. Al is well versed in several construction management software programs such as Procore, CM13, Bluebeam, BIM 360, Prolog, Primavera and Kahua.

Stephen Bennett | Construction Inspector | MCK

Stephen Bennett has over 30 years of experience in the construction industry and is skilled in all aspects of electrical and mechanical engineering concepts, complex job execution and troubleshooting of projects through completion. His experience includes supervisory/foreman duties leading crews, mentoring the labor force, working closely with the owner and engineers to expedite any design issues encountered in the field, interfacing with state inspectors and ensuring that all jobs meet state regulations, reading blueprints and drawings, and ensuring that all deadlines are met. Stephen is presently working with the City of Huntington Beach under an On Call contract for Electrical inspection services and served as Electrical Inspector for the Gothard Restroom Improvements project.





(3) Agency References

TERMINAL 5 (T5) RENOVATION AND RECONSTRUCTION PROJECT, LOS ANGELES INTERNATIONAL AIRPORT, LOS ANGELES, CA

Project Description: As part of the \$1.7B Terminal Development Improvement Program at LAX, MCK is providing project delivery services (project management, design management, ORAT coordination) for the Terminal 5 (T5) Renovation, which is expected to complete in record time ahead of the 2028 Los Angeles Olympics. The project includes the demolition, reconstruction and renovation of the 15-gate terminal and the reconstruction of the aircraft apron surrounding T5. Facility improvements will improve the user experience, energy efficiency, and meet current safety and seismic standards.

Staff: Tania Gharechedaghy is serving as Terminal Delivery Director, Madeline Jones, Project Manager III and Ann Thorvik, Project Manager III

Dates: October 2024 - Ongoing

ORANGE COUNTY GREAT PARK, IRVINE, CA

Agency Primary Contact: Michael Ellzey, Chief Executive Officer, (760) 285-2215, mellzey@sunnylands.org

Project Description: Formally known as the El Toro Marine Corps Air Station from 1943-1999, the 1,200-acre land was transformed into the Orange County Great Park. MCK served as the Program Manager and Chief Advisor

for the \$23M park project. While also serving as the full service Construction Manager, MCK was responsible for the Design Management, Bid Package Preparation, Award & Execution of the 30-acre OCGP Western Sector Park Development Plan 2012 Capital Improvements, which consisted of a new Visitor's Center, the South Lawn and Timeline West, four LED lighted championship-level soccer fields, two made of artificial turf, four basketball courts and a marked jogging route. Construction included a 2,200 square foot operations building designated for restrooms and park operations, turf lawn areas complete with benches, picnic tables, large-scale chess boards and table tennis. MCK led the design and construction of the revolutionary storm water capture and reuse concept which won the ENR Magazine project of the year award, the Stormwater Solutions magazine Top Project award and the American Public Works Association 2013 Project of the Year in Southern California. The development included two reflecting ponds, four storm water capture and reuse ponds with associated collector, UV Treatment and pumping systems, irrigation and planting, site and pathway lighting, bio-swales and drainage features, parking lots and roadway construction.

Staff: Brendan McDevitt, Project Manager and Nate Gavzy, Project Controls

Dates: 2010-2013



RICHARD NIXON PRESIDENTIAL LIBRARY RENOVATION, YORBA LINDA, CA

Agency Primary Contact: Michael Ellzey, Chief Executive Officer, (760) 285-2215, mikeellzey@gmail.com

Project Description: The \$15M renovation consisted of completely transforming the library and museum exhibits into a modern presidential library, with updated technology, interactive displays and participatory learning experiences. Lighting was a key component to the electrical scope of this project. Advanced lighting fixture specifications and dimming control systems maximized the use of track lighting at wall and floor displays. Clean Power was required for all display power and digital sound equipment, in order to achieve this, an isolated grounding type transformer with dedicated power distribution was provided. After a ten month aggressive construction schedule the library and museum opened to the public.

Staff: Brendan McDevitt, Project Manager

Dates: 2015-2016

SOUTH MCDONNELL ROAD REALIGNMENT, SFO INTERNATIONAL AIRPORT, SAN FRANCISCO, CA

Agency Primary Contact: Lovell Coverson, Project Manager - RETIRED, (510) 426-1472

Project Description: MCK provided Project Management Support Services as Prime JV PM/CM for the Plot 2 Aircraft Parking Reconfiguration and South McDonnell Road Realignment Project, which re-aligned a segment of South McDonnell Road westward to capture additional Air Operations Area (AOA) space (airside project) to allow for larger aircraft parking at two existing terminal gates and provide additional remote aircraft parking spaces. By allowing larger aircraft at the gates and providing additional remote aircraft parking spaces, airline operational efficiency and safety were greatly enhanced. This active transportation facility project was a construction manager/general contractor delivery method and completed while

the roadway and airfield were still actively operational. Construction services included relocation and installation of new utilities, construction of new and interim roadways, sidewalks and gutters, installation of noise and jet blast resistant security fence, construction of new AOA pavement specific to the Federal Aviation Administration pavement design standards and paving for the new Grand Hyatt Hotel building and valet parking lot. MCK provided construction management services including design reviews, construction logistics and field inspections to ensure the project met all FAA standards and requirements as defined in the FAA Advisory Circulars. The project completed on time and within budget allowing for a positive start up to follow on projects.

Staff: Keith Ulinger, Project Manager, Nate Gavzy, Project Controls and Billy Boidock, Office Engineer

Dates: 2017-2020

OCCUPIED FACILITY PROJECT, EAST BAY MUNICIPAL WATER DISTRICT, OAKLAND, CA

Agency Primary Contact: Maura Bonnarens, Senior Civil Engineer, (510) 287-1023, maura.bonnarens@ebmud.com

Project Description: MCK is currently providing construction management and inspection services to the East Bay Municipal Utility District for an Administration Building (AB) Fiber Optic Backbone Replacement project, located at the District's main Administration Building. The second project is the Adeline Maintenance Center (AMC) Administration Building (AB) Heating, Ventilation and Cooling (HVAC) Replacement project, located at the administration building at the AMC campus. The construction for the AMC AB HVAC Replacement project is estimated to cost \$3.5 million.

Staff: Billy Boidock, Project Manager

Dates: 2024 - Ongoing



PARADISE PUMP STATION, TOWN OF CORTE MADERA, CORTE MADERA, CA

Agency Primary Contact: Fernanda Stefanick, Project Manager, (415) 927-5792, fstefanick@tcmmail.org

Project Description: The \$6M Paradise Pump Station Rehabilitation Project consists of installation of new pumps, discharge piping, valves, flow meter, supports, anchorage, VFDs, programmable logic controllers, backup pump controller, valve vault, access hatch, ventilation improvements, gas system monitoring improvements and lighting. The work also includes erosion control, temporary bypass pumping, potholing, dewatering, wetwell coatings, drywell floor coatings, stair drain line replacement, bypass pumping connection, future parallel force main connection, chemical injection system hardware improvements, chain-link gate installation, surge tank drain line installation, asphalt resurfacing and other related work. This project will rehabilitate the PPS to provide reliable pump operation and continuous uninterrupted sewer conveyance, which is a mandated responsibility of the District. MCK will provide full inspection, construction management, and material testing services.

Staff: Nate Gavzy, Project Manager, Dan Anderson, Inspection, Deborah Hart, Resident Engineer and Matt White, Scheduler

Dates: 2024 - Ongoing

CENTRAL LIBRARY SWITCHGEAR REPLACEMENT, CITY OF HUNTINGTON BEACH, HUNTINGTON BEACH, CA

Agency Primary Contact: Max Olin, Capital Project Administrator, City of Huntington Beach, Public Works Department, (714) 536-5518, Max.Olin@surfcity-hb.org

Project Description: MCK coordinated electrical engineering, AutoCAD drafting, and provided construction administration services to the City of Huntington Beach under an On-Call Inspection Services contract in support of the replacement of the electrical service entrance equipment "MSB". 1,600A, 480Y/277V, 3PH, 4W, 35kA within the Central Library located in Huntington Beach. The existing gear was damaged and remained de-energized. Temporary electrical equipment was set-up and put in operation by-passing the existing equipment. The new gear was designed to replace the existing gear within the same footprint as feasible.

Staff: James Weber, Inspector and Fernanda Miranda, Document Controls

Dates: 2024 - Ongoing



UPPER MAIN DITCH PIPING PROJECT, EL DORADO IRRIGATION DISTRICT, POLLOCK PINES, CA

Agency Primary Contact: Kailee Delongchamp, EID Associate Engineer, (530) 642-4078, kdelongchamp@eid.org

Project Description: MCK provided construction management services including Construction Manager and Inspection on this \$11M piping project which conveys water from Forebay Reservoir to the Water Treatment Plant in Pollock Pines, CA. The project constructed a 42-foot pipe within district easements on private property as well as on public roads. MCK's Nate Gavzy and Brett Kerby, proposed on this project as well, were primary roles on this piping project. The upper main ditch transports water from the Forebay Reservoir to the Reservoir 1 Water Treatment Plant. The ditch is approximately three miles in length. The project replaced this open conveyance with a 42-inch welded steel or concrete cylinder pipe. The project alignment installed pipe within private easements in portions of the ditch and cross-country sections, and Public Right of Way in portions of local roads. The pipeline has the capacity to deliver 40 cubic feet per second, the maximum flow available from Forebay Reservoir. Tasks included staffing the project, overseeing staff, coordinating with contractor, district and all stakeholders as well as several construction management tasks. MCK is aware of the frustrations that can arise from the community when working in proximity to any residence. We know from experience that the public's reaction to the project will be aimed at the District. In most cases their frustration arises from lack of project understanding and the length of time to complete the work. In order to avoid any potential conflict with the residents, MCK printed door hangers and installed additional signs along the alignment clearly identifying and allowing vehicular traffic adequate time to

find and utilize detour routes. The project was scrutinized by the public for over 40 years and the 16 month construction schedule was completed with no incidents or issues with local residents. We pushed the contractor for accurate scheduling that allowed us to update website information and notify residents with plans of advance notice and courtesy.

Staff: Nate Gavzy, Project Manager and Brett Kerby, Construction Inspector

Dates: 2020-2022

TRICERTUS PROJECT BOLLINGER CANYON ROAD/IRON HORSE TRAIL BICYCLE PEDESTRIAN OVERCROSSING, CONTRA COSTA TRANSPORTATION AUTHORITY, SAN RAMON, CA

Agency Primary Contact: Ivan Ramirez, Director of Construction, (415) 694-3945, iramirez@ccta.net

Project Description: Tricertus is providing CM services for the construction of two bridge projects that will improve bicycle and pedestrian access and safety along the Iron Horse Trail. Tricertus responsibilities included a general review of the PSE documents to understand the project scope for the purposes of developing a baseline schedule. Tricertus responsibilities include attending Risk Register and negotiation meetings with all parties involved including Caltrans, the Contractor, and the ICE team. Tricertus' responsibilities also include preparing and\ independent cost estimate to help the Authority negotiate a reasonable and fair price for the construction of this project.

Staff: Chen Lau, Ricardo Rodriguez, Johannes Masehi, John Grigorian, and Jazmine Sanchez

Dates: 2023-2025

We understand the City of Huntington Beach, Public Works Department is issuing contracts for work to be performed on an as-needed basis for a variety of capital improvement projects.



(4) Benefit to the City

MCK has held over 25 on-call contracts delivering projects of all types and sizes. MCK understands the complexity and benefits of as-needed contracting. We have the ability to always respond to the City's requests for services in a timely manner and successfully administer full and part-time on-call assignments. MCK staff are accustomed to both flexible short-term and long-term assignments. We are skilled at pivoting to support the priorities of our clients, with full regard to quality and urgency on every task. This team also has a track record of success in supporting clients at the program management level, ensuring agency goals are met and providing consistency between projects. Our reputation is backed by the endorsement of our clients who turn to MCK to provide exceptional and dependable service.

MCK is presently working on the City of Huntington Beach On-Call Electrical Inspection contract where James Weber is providing electrical inspection services for the switchgear replacement and 5kV redesign on the Central Library. Stephen Bennett also performed electrical inspection services for the Gothard Restroom under this same contract. MCK presently has two task orders with the Port of Long Beach On-Call Project Management Support Services. Similar to this Orange County and Los Angeles County work, MCK won two generations of the San Francisco Public Utilities As Needed Construction Management contracts and performed over sixty task orders combined. Many of those tasks orders consisted of pipeline, pump station, water/wastewater, utilities and street work projects. Our staff reference in this proposal, Nate Gavzy, Keith Ulinger and Billy Boidock worked together performing claims investigations on the Bay Corridor Transmission Distribution Phase 1-3 projects which were recently completed in 2024 and were valued at \$130M combined. Under this same contract MCK performed inspection services for the Van Ness Bus Rapid Transit Project which included repaving Van

Ness Avenue, enhanced traffic signals, hardware and software, new transit vehicles, dedicated transit-only lanes, sidewalk extensions, crosswalk enhancements, overhaul of emergency fire fighting system that provides water to hundreds of fire hydrants, an electrical duct bank and streetlight/ pole replacement. The project also included replacing more than 22,000 ft of 150 year old water main and upgrades to the underground sewer system. Under our Marin County On-Call CM for Capital Improvement contract MCK oversaw the Civic Center Roof Washing Project. These references highlight some of our relevant On-Call experience that would benefit the City of Huntington Beach. A partial and current On-Call list is provided below.

Past or Current On-Call Contracts Held by MCK (partial list):

- City of Huntington Beach On-Call Electrical Inspection
- Port of Long Beach On-Call Project Management Services
- West County Wastewater District
- East Bay Municipal Water District (EBMUD)
- San Francisco Public Utilities Commission (SFPUC)
- San Francisco Department of Public Works (SFPD PW)
- City of Pacifica Public Works Department Wastewater Division
- City of Burlingame Public Works Department
- County of San Mateo Department of Public Works
- City of San Bruno Department of Public Works
- Marin County On-Call CM for Capital Improvement Projects
- County of San Mateo CM General Facilities
- Santa Clara County CM for Various Projects

MCK would be flexible, available and steadfast when it comes to serving the needs of the City. Requests could range drastically in need and duration and potentially with short notice. Through each of the unique as needed



contracts MCK has held over the last decade, we've learned how to manage on-call assignments both from an administrative standpoint and staffing. We understand that a need today might be something different tomorrow and we need to be ready to pivot sometimes on short notice. The way we do this is by keeping a close eye on where our employees are on their current contracts and having resumes and candidates on stand-by for any new request that emerges. We know we need to be flexible, while still prioritizing quality and schedule regardless of the task. We will bring lessons learned along the way to ensure every

project exceeds goals and expectations. Since we have many active on-call contracts, it keeps our well fresh with talent because we don't have to contemplate whether or not a Client will call - we know they will, so we're always stirring our staffing pot. Other firms who have one or two may not keep an active database of current and future employees ready to go on short notice.

We expect the same from our subconsultant Tricertus who are located in Orange and Los Angeles Counties and know the inner workings of local agencies.

(5) Design-Build (DB) & Progressive DB Experience

MCK'S DESIGN-BUILD AND/OR PROGRESSIVE DESIGN-BUILD EXPERIENCE

MCK is presently assisting SFO Airport with Terminal 3 West Renovation using Progressive-Design-Build. This isn't the first project, however, MCK has also been successful with the Consolidated Administration Campus Phase I \$84M (DB) and Grand Hyatt Hotel \$230M (PDB), both at SFO.

MCK understands the City's interest in Design-Build and/or Progressive Design-Build project delivery methods and our experience can be found below on these projects:

Consolidated Administration Campus Building, San Francisco International Airport (\$84M+)

As Prime contractor to SFO, MCK served as the Project Manager and Design Manager through the Programming, Planning and Design Phases for this multi-functional, sustainable project. MCK provided all cost estimating and bid negotiations on this Design-Build, Progressive GMP project while complying with Public Contracting law.

The project was one of the first progressive design-build capital improvement projects to be awarded in

the SFO Capital Improvements Program budget. As the Project Management Support Service team, MCK's involvement began with the defining of scope and budget with the design-builder. This process identified roles and responsibilities on the team from day one. Their estimating group alongside the project management team worked side-by-side with the Architect and Engineer-of-record to develop a plan to deliver the project in an accelerated schedule without sacrificing cost. They developed all the trade-bid packages to be advertised and ensured the scope and cost was fair and reasonable for current market price. Side-by-side estimating allowed the team to validate cost and ensure the scope was detailed enough to provide bidders a clear picture to price. Developing trade bid packages alongside the design-builder allowed the team to plan the project buy-out to optimize the schedule and potential bidder list for the best pricing. The 135,000 square foot LEED Gold, Net Zero Energy building opened in the summer of 2018 and currently houses four SFO departments, Administration, Landside, Terminal and Airside Operations.

MCK Roles: Project Manager, Scheduler, Cost Estimating, Project Controls, Office Engineer, Inspection



Grand Hyatt Hotel at San Francisco International Airport (\$230M)

The Grand Hyatt Hotel at San Francisco International Airport is a 351-room (22 suites), 12-story high rise, Type 1 construction, on-airport hotel with a total project budget of \$247 million, and an associated construction cost of \$230 million. This LEED Gold project boasts a gourmet 3-meal restaurant, cocktail bar, Grab and Go Market, Grand and Junior ballrooms, and 17 meeting and event rooms, as well as state-of-the-art fitness and spa facilities. Constructed in a constrained site, bordered on one side by the U.S. 101 freeway, and on the other by the taxiway at San Francisco International Airport, this ground-up construction project presented the project team with unprecedented complexities and constraints within which to construct this iconic building located at the entrance to San Francisco International Airport. The project won a National Award of excellence for design build project team by the Design Build Institute of America, a Construction Management Association of America Northern California (CMAA NorCal) project achievement award, a San Francisco Collaborative Partnering Steering Committee (SFCPSC) collaborative partnering award and was recognized as the best on-airport hotel in the United States by the SkyTrax Passengers' Choice Awards 2020.

The progressive design-build experience was very unique with regards to the buyout process and the integration of the design builder, the Hyatt Corporation as the operator and the owners team at SFO. MCK acted as one team developing the design and budget together, constantly validating and refining the design and budget throughout the process. In the initial phase the basis of design and overall project schedule was developed by integrating Grand Hyatt Corporate standards with SFO's own code plus specifications and compliance with aviation security requirements as the Hotel overlooked the runway and was on SFO's property. The project also planned on earning a LEED Gold Certification, so sustainability in the design was paramount. During the initial phase developing the

project budget and overall project schedule was very challenging as there was a tight budget however, the team wanted to have a stunning design and meet Grand Hyatt standards. Schedule was paramount and even more challenging as MCK was fitting the Hyatt project within a campus-wide Capital improvement plan that included two other adjacent projects in which certain phases and scopes of each project integrated with each other. So not only did the team have to focus on own delivery, but ensure a seamless integration of design and schedule with the other projects, which had an impact on project costs as perceived with risk and schedule. During the construction phase MCK provided scheduling service, inspection services and design services with regards to facilitating the design review for permitting with the owner's code enforcement and plan review group on site. SFO is self-permitting and houses the Building Inspection and Code Enforcement, or BICE, agency for plan check and code inspections. As construction started and the bid packages went out, final cost and schedule were established, and eventually agreed to a final GMP when about 80-90% bought out and design complete.

As the hotel was a Progressive Design-Build project, there was a unique method of controlling costs throughout all phases of the project. An initial budget was created from a financial study and served as a baseline throughout the programming phase. While design progressed throughout programming, schematic design, design development, and construction documents, cost estimates were produced at each milestone. As bids were accepted, the cost model was continuously updated, allowing for necessary adjustments in scope to stay within budget. As a result, the team completed three Value Engineering rounds to remain within budget, bypassing untimely design changes during the construction phase which could have directly impacted the Hotel opening date.

MCK Roles: Scheduling, Cost Estimating, Project Controls, Project Manager, Office Engineer, Inspection



Terminal 3 West at San Francisco International Airport (\$1B)

The Terminal 3 West Modernization Project is a \$2B+ program which will renovate and expand the existing terminal during ongoing aviation operations in coordination with hundreds of SFO, airline, tenant and public stakeholders. The T3W project is being completed through multiple phases, including various enabling projects to relocate and upgrade facilities in preparation for the overall modernization. Scope includes terminal renovations as well as ground up new construction of the terminal building expansion and new aircraft gates and apron on the active AOA, modifications to the adjacent taxilanes and AOA vehicular roadways, demolition of a fuel station, installation of new automated screening lanes (ASLs) at an active checkpoint, several front and back-of-house tenant improvements, modifications to existing building systems and infrastructure, security and technology upgrades and much more. The project is being delivered through Progressive Design-Build.

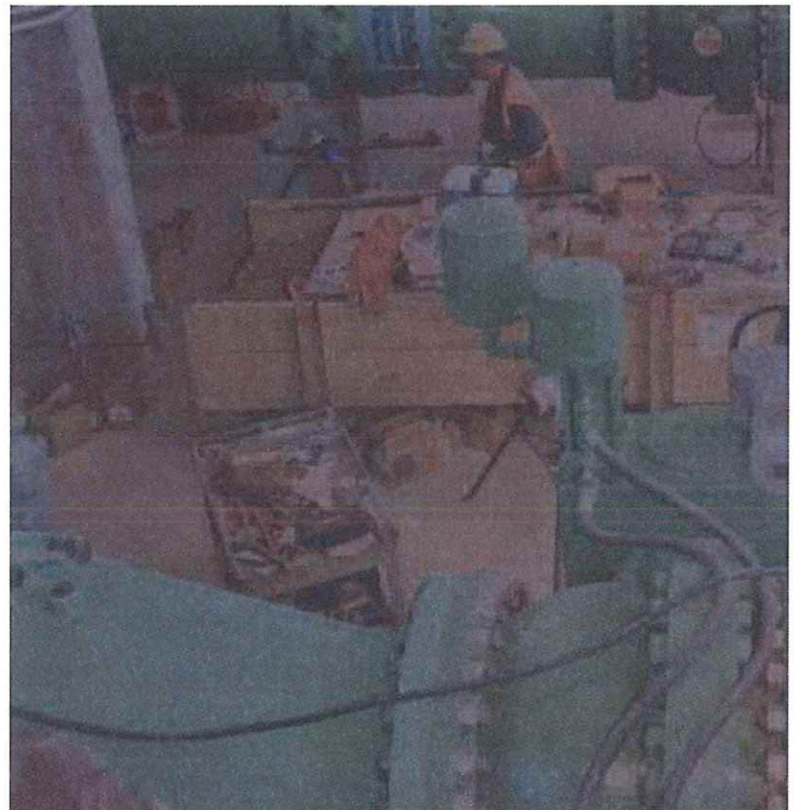
Specific to project controls: MCK collaborated with the Design-Builder to create the overall T3 Program Cost Model. MCK reviewed and managed all project costs, changes, invoices, etc. through the cost model, using Unifier as the project management software. MCK was also responsible for regular reporting for T3, including coordinated reporting with the rest of the SFO project portfolio.

MCK was responsible for reviewing and approving the Design-Builder's prequalification list, as well as every individual trade package prior to advertisement. MCK also provides independent 3rd party estimates for each trade package, which are aligned with the Design-Builder's estimates, and then used to level bids once received. T3West has approximately 90 separate trade packages, including typical trades such as demo, foundations, steel, etc. as well as multiple "mini" GC packages for standalone enabling scopes.

MCK Roles: Project Manager, Inspection, Document Controls, Scheduling, Cost Estimating

(6) Resumes

Per RFP Section 5 instructions, refer to the end of the proposal package (pg. 31) for all resumes.



II. PREFERRED STAFFING

ORGANIZATION CHART



CONSTRUCTION MANAGER

Tania Gharechedaghy, PE, PMP, DBIA (MCK)
Brendan McDevitt, PE (MCK)
Keith Ulinger (MCK)
Nate Gavzy (MCK)
Billy Boidock (MCK)
Tom Bosley (MCK)

CONSTRUCTION INSPECTORS

James Weber (MCK)
Al Cochran (MCK)
Stephen Bennett (MCK)

SCHEDULERS

Matt White (MCK)
Ricardo Rodriguez (Tricertus)
Engel Gaeta (Tricertus)

III. UNDERSTANDING & METHODOLOGY

MCK understands the City of Huntington Beach, Public Works Department is issuing contracts for work to be performed on an as-needed basis for a variety of capital improvement projects. Expected projects include various infrastructure projects pertaining to pump stations, sidewalks, pipelines, road rehabilitation, bridge retrofits and city-wide buildings and facilities construction and improvement projects as well as several other project types as noted in rfp.

INITIAL MEETING

Upon MCK's services being initiated by the City of Huntington Beach, a meeting will be requested with our Contract Manager to understand the City's needs, and talk through potential upcoming projects. At this time we would introduce the City's point-of-contacts, biller, etc. MCK will strive to understand the needs of the City, the nuances of each assignment and recommend a path to success.

The contract manager will remain in frequent contact with the City client representative and will yield information about what is critical, important or of interest, so MCK can meet internally with its staff to guide and advise on how to focus energies and meet project objectives in order to provide quality services.

As task order requests come in, MCK will provide multiple options in form of resumes that may best meet the need of the assignment and the City will be able to choose the best candidate.

HANDLING ON-CALL CONTRACTS

Based on our vast experience with similar as-needed services agreements that MCK currently holds issues and constraints break into two categories; technical and

administrative. Certainly, paramount to any execution of services is avoiding any disruption or impact to Operations of our client through planning and communication to all stakeholders, phasing and contingency plans, coordinated shut down requests, notification procedures, and safety procedures in order to mitigate or avoid such impacts. However, this mandate is not unique to only As-Needed Agreements. The top three issues and constraints that we see with As-Needed Agreements are:

- 1. Need for Immediate Responsiveness and Readiness:** Client needs can arise urgently and for complex assignments. In order to prevent delay to the project, it is incumbent that MCK respond immediately to thoroughly understand the assignment, identify team members with the correct skills to handle the assignment in any geographic area, confirm availability, arrange for the client to interview our recommended candidates along with sufficient alternates in order to provide the client with options, facilitate the selection of the team and secure a prompt proposal including team, budget, and schedule for client approval. Proper response time can result in better efficiency which ultimately leads to improved quality, schedule adherence, and budget maintenance.
- 2. Disruption of work due to poor Task Order Management:** To ensure the schedule and budget objectives are met, each Task Order needs to be treated like a separate project requiring optimal performance in terms of quality, budget, and schedule.
- 3. Encumbrance of Contract Capacity:** An As-Needed contract can become depleted and unavailable to



the client if diligent close-out is not conducted on a regular basis. Often work is completed for less than an approved Task Order amount. This requires a monthly review of each Task Order, check of its burn rate and implementation of close out in order to re-purpose funding for the client to maximize the value of the contract. Funds sitting in Task Orders that are complete is an impediment to the client being able to carry out projects.

EXECUTING TASKS AND STEPS IN PREPARING DELIVERABLES

MCK is prepared to provide the leadership, ownership and technical services that will be needed for your program. Our key functions are summarized in, but not limited to, the following:

PROJECT COST, SCHEDULE AND SCOPE CONTROLS

A major part of our role will be to ensure projects and tasks are being delivered on time, within budget and achieving the scope and goals set out by the City.

BUDGET AND COST CONTROL

MCK can develop a detailed line item program or project budget, including soft costs and hard construction costs, and monitor that cost model in real time. We have our own in-house cost estimating team with estimators specializing in all scopes of construction who will be at the City's disposal. Communication, however is the key to successfully managing an Owner's budget. MCK will provide the City with monthly status reports that will include photos and descriptions of work completed, planned work for the next month, issues, schedule analysis, and regular budget reporting, including actual versus anticipated against Project Cost Model, milestones reached, historical trends, and forecasted projections.

CHANGE MANAGEMENT

When MCK is in receipt of a change order request from the contractor, we would follow an aggressive path to ensure that the change is legitimate, fairly priced and scoped to reflect the actual cost of the work. The review will be managed by the designated Project Manager with input from our in-house estimating group if needed. MCK will maintain change order logs that will track PCOs, change orders and future exposure thus giving the City an accurate forecast of where the budget is headed. The process will adhere to as follows:

- Review the proposed change and communicate it to the City as soon as possible
- Certify that the proposed change is beyond the scope of the existing contract
- Ensure that the CO includes detailed cost breakdowns identifying take-off quantities and unit costs for labor, materials, and equipment
- Determine that the change proposals are fair and reasonable
- Submit a recommended course of action to City
- Develop a Time Impact Analysis to measure planned activities against actual activities to mitigate any potential delays and potential schedule resequencing to deliver the project on time.

Schedule Management: The MCK team includes one of the industry's top schedulers as well as several staff from Tricertus and this resource will be utilized at various points in the project to set and/or validate schedule milestones, as well as to track progress to ensure the project/task order is completed on time. MCK will monitor the schedule if needed by reviewing daily field inspection reports and prepare detailed monthly schedule reports, schedule trend reports and recovery recommendations, if applicable. Our team will also review and approve the contractor's monthly schedule submittal and collaborate with the contractor and the City to find time-saving opportunities.



Scope Management: Detailed and timely management of scope and cost will allow for better tracking completion of approved scope, as well as decision making on potential new or unforeseen scope. MCK's cost model will incorporate tools to identify "below-the-line" items and the team will package relevant information including purpose/intention of changed scope, cost/schedule impacts and MCK will make a recommendation for the City's final decision. As part of this process, the MCK team will also strive to identify cost and schedule savings to offset and dollar and time increases. MCK will use Primavera (P6) to build and manage the schedule.

In addition to these tools, MCK knows that frequent communication of accurate information is the key to successfully managing cost, schedule and budget even if just a small task order. Given the right information, the City will be able to make timely decisions and will achieve better project outcomes overall.

REPORTING

The MCK Team will provide regular updated information concerning significant construction activities, critical field issues, project costs, and safety. The monthly reports will include:

- Cost, budget, and funding status
- Earned value estimates including costs and payments to consultants and contractors
- Expenditures incurred by staff and project participants
- Monthly cash flow and trend reports
- Detailed monthly schedule reports, schedule trend reports, and recovery recommendations
- Productivity curves by trade
- Critical construction issues requiring action
- Local Hire and Local Business Participation if applicable

INCORPORATING LOCAL BUSINESS ENTERPRISES

MCK is a California SBE (small business) and is committed to providing meaningful opportunities to its partners in the Local Business community and encouraging workforce development and increased experience and technical capacity for local businesses. We know the City has a desire to work with local businesses. MCK would adhere to all requests from city including furnishing a local business license.

CONSTRUCTABILITY REVIEWS

MCK has performed detailed constructability reviews and prepared reports on projects ranging from stormwater projects in Southern California, office buildings for public agencies, and museums and parks for SF Recreation & Parks. MCK prepared a report for the Randall Museum in San Francisco, Guy Place Park in San Francisco, SFO Administration and Museum, and the North Point Outfall in San Francisco Bay as well as others.

PROJECT LEVEL CONTROLS TOOLS & APPLICATIONS

MCK understands the City is presently converting to Virtual PM and our staff will be ready to roll up their sleeves and work with the City as this migration occurs. Many companies utilize structural tools (software products) in an attempt to manage projects. On the SFPUC Harry Tracy Water Treatment Plant, BDPL Nos. 3 and 4 Seismic Upgrade project, Crystal Springs Dam and many other City projects, MCK used tools such as Primavera 6, Primavera 3, Procore, Bluebeam and other software to manage costs, schedules, drawing sets and correction notices. At SFO on the Grand Hyatt hotel project, Administration Building Campus and United Airlines Terminal, MCK used Unifer and P6. Ultimately the MCK Team is software-friendly and able to adapt to a variety of tools.



CONSTRUCTION INSPECTION

MCK'S team of inspectors would provide field inspection and reporting services per tasks in rfp. Our team of Inspectors are all senior-level inspectors conducting field inspection across a variety of projects. Our inspectors are skilled at verifying quality of work throughout the job, from deep familiarity with the project specifications, contract documents, plans and permits including compliance. They'll work just the way an owner wants to see them: with strong communication to the Contractor, but tough when it comes to Quality Assurance. We've established a process through years of experience that includes daily and weekly inspection logs developed with the Contractor at the outset of the project, a simple inspection request

process from Contractor to our CM team with several days' notice built in, and a portion of the weekly OAC meeting devoted to Special Inspection where we forecast project needs in the weeks ahead, to plan resources and keep the schedule moving. We also establish a strong procedure for working together with the Contractor's QC Manager, to make sure quality issues at the subcontractor level are addressed first by the Contractor, then by the CM team. Additional tasks include attending meetings when needed, monitoring and enforcing noticing requirements, field report notebooks, monitoring dust control plan, maintaining permit copies, and overall recordkeeping - photo logs, inspection logs, maintaining one set of plans, daily logs, etc.

Between MCK and our partner, Tricertus, **there is no service we cannot fulfill for the City.** We have no limitations or restrictions in providing the services identified in Service Categories (A) Construction Management and (C) Inspection of the RFP, in this proposal and beyond as needed to support your projects.





PENINSULA PIPELINE SEISMIC UPGRADE

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APPENDIX

RESUMES

STAFF CERTIFICATIONS

Brendan McDevitt

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS LICENSING DETAILS FOR: 26159

NAME: MC DEVITT, BRENDAN PAUL

LICENSE TYPE: MECHANICAL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

PO BOX 385
BRISBANE CA 94005
SAN MATEO COUNTY

ISSUANCE DATE

JANUARY 27, 1989

EXPIRATION DATE

JUNE 30, 2027

CURRENT DATE / TIME

JUNE 12, 2025
8:46:55 AM

Tania Gharechedaghy

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS LICENSING DETAILS FOR: 75859

NAME: GHARECHEDAGHY, TANIA

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

2832 VIRGINIA RD
LOS ANGELES CA 90016
LOS ANGELES COUNTY

ISSUANCE DATE

JANUARY 11, 2010

EXPIRATION DATE

JUNE 30, 2026

CURRENT DATE / TIME

JUNE 12, 2025
8:40:21 AM

Tania Gharechedaghy

CA, United States

PMP®

Active ☑

Sep 2013



TANIA GHARECHEDAGHY, PE, DBIA, PMP

Construction Manager



SUMMARY

Tania is the Director of Program Management at MCK with 20 years' experience leading complex projects in the design and construction industry – She has extensive experience across multiple product types and project delivery methods, with an emphasis in Aviation. Tania enjoys strategic leadership and building successful teams.

EXPERIENCE

LAX Terminal 5 Reconstruction (Progressive Design-Build)

Terminal Delivery Director for the Los Angeles World Airports \$1.7B Terminal 5 Renovation and Redevelopment Project, which will completely demolish and reconstruct the 15-gate terminal that currently houses American Airlines, JetBlue and Spirit Airlines. Tania is responsible for every aspect of the Project, including developing the strategic plan, project team and key processes, and executing the Project to completion ahead of the 2028 LA Olympics.

SFO Terminal 3 West Modernization (Progressive Design-Build)

Served as owner's lead Project Manager on this \$1B+ Progressive Design Build project, responsible for every aspect of the project and leading a team of over 100 people. The Terminal 3 West Modernization Project will renovate and expand the existing western half of Terminal 3 to provide a seismic retrofit, fulfilling code upgrade commitments, upgrade/replace old building systems, increase international operational flexibility by providing 3 wide-body & 4 narrow-body swing gates and creating a secure connection to Customs, modernize the baggage handling system (CBIS) and implement a world class concessions program to increase revenue generation, and enhance the passenger experience.

SFO Airport Integrated Operations Center Concept of Operations Program (NA)

Served as Project Manager, leading all stakeholder engagement and liaising with the consultant team, on behalf of Airport Operations on this project. This project defined the Concept of Operations for a future Airport Integrated Operations Center (IOC) at SFO. The Airport IOC is to be a single central location that houses subject matter experts from various departments to work collaboratively to leverage Airport resources and make decisions in the best interest of the overall Airport Operation. Its key functions include Airside and Landside Operations, Facility Maintenance, Security Operations, Social Media, Technology and 911 Communications.

SFO Courtyard 3 Connector (Progressive Design-Build)

Served and Supported the Project leadership and stepped in as lead Project Manager on this Progressive Design Build project during absences due to reassignment for Covid-19 essential worker projects. The Courtyard 3 Connector project is updating the pre-security connector between Terminals 2 and 3, building a new post-security secure connector and constructing a 6-story office building. The post-security link will allow access between T2 and T3 to International Terminal G without exiting security, creating a more optimal passenger experience and allowing for more efficient operations and aircraft turn times. The office building will house tenant and Airport employee offices, an employee café and, potentially, an airline or common use lounge. In alignment with SFO's sustainability objectives, the building is designed to earn LEED Gold and WELL Building certifications.

SFO Terminal 1 Interim Boarding Area B (CM/GC)

Served as owner's lead Project Manager on this CM/GC project, responsible for every aspect of the project and team. This project renovated and extended the useful life of the existing boarding area facility in preparation for upcoming Terminal 1 Redevelopment projects. The project included approximately 55,000 square feet of public space and 45,000 square feet of airline space renovated with new finishes and systems upgrades, as well as improvements to the adjacent aircraft apron and baggage handling area. Work included gate relocations, utility and system upgrades, passenger loading bridge installations, airline and non-airline tenant relocations (including TI of office spaces and restaurants), and various improvements necessary to support and maintain the operational needs of a fully functional boarding area.

CONTACT

(415) 656-3264

tgharechedaghy@mckinc.net

EDUCATION

Bachelor of Science in
Civil Engineering, Santa Clara
University, Santa Clara, CA

Bachelor of Arts in
Engineering, Saint Mary's College,
Moraga, CA

Project Management Professional
Program, San Francisco State
University, San Francisco, CA

LICENSES AND CERTIFICATIONS

Professional Engineer
(PE), California Board for
Professional Engineers, License No.
75859

Project Management Professional
(PMP), Project Management
Institute, Certificate No. 1662451

Design-Build Professional (DBIA),
Design-Build Institute of America,
Certification No. D-3216

OSHA 10 Certified

SKILLS

Strategic and effective leader
Excellent verbal and written
communicator

High EQ paired with strong
technical foundation

Proven track record for delivering
exceptional outcomes through
collaboration and confident
decision-making

SFO Fire House 3 (CM/GC)

Served as owner's lead Project Manager on this CMGC project from conception through programming, at which point, she was promoted to lead the SFO Terminal 1 Interim Boarding Area B project. As part of SFO's Terminal 1 Program, the Fire House 3 Project scope of work included ground up construction and TI of a new Aircraft Rescue and Fire Fighting (ARFF) facility straddling the Airfield Operations Area boundary at SFO. The initiation and programming phase of the project required extensive stakeholder coordination with various public agencies, including the San Francisco Fire Department, San Francisco Police Department, SFO Aviation and Security (AVSEC), Federal Aviation Administration (FAA) and Transportation Security Administration (TSA). The new LEED Gold facility includes an 8,000 SF five-bay apparatus garage with four-fold electric doors for faster response time, and a 12,000 SF administration office and fully equipped firefighter house.

SFO Ground Transportation Unit (CM/GC)

Served as owner's lead Project Manager on this CMGC project from conception through programming, at which point, she was promoted to lead the SFO Terminal 1 Interim Boarding Area B project. This project constructed a new mixed-use facility to replace the former Ground Transportation Unit (GTU) at SFO which had become outdated and obsolete. The GTU building includes a public lobby for the registration of vehicles, a radio shop and pull through inspection garage, as well as offices, breakrooms, and meeting spaces to serve the employees. The project also constructed an adjacent vehicle fueling station and automated car wash.

SFO Taxilanes H & M Reconfiguration (CM/GC)

Served as Owner's lead Project Manager on this CMGC project from conception through programming, at which point, she was promoted to lead the SFO Terminal 1 Interim Boarding Area B project. The SFO Taxilanes H & M project relocated and renamed two taxilanes to facilitate construction of the new Boarding Area B at SFO. These taxilanes provide the main access point between International Terminal A, Terminal 1 Boarding Area B and the Runways 1L and 1R entrances, making phasing and construction logistics extremely challenging.

SFO R-19L, 1L-19R Runway Safety Area (RSA) Program (Design-Bid-Build)

Served as owner's Project Manager for this Design Bid Build project. In response to a Congressional Mandate, this project increased the safety of SFO's runways by installing an Engineered Material Arresting System (EMAS) from Zodiac Aerospace at the ends of the two runways. EMAS was a newly approved product and innovative solution, utilizing a bed of crushable concrete material similar to those used for runaway truck ramps on highways. The project also made improvements to both runways and adjacent taxiways, including repaving, electrical lighting and signage replacement, drainage improvements and modifications to FAA Navigational Aids. In order to limit operational impacts, construction was completed over a two-month, 24/7 runways closure and was completed approximately 1 month ahead of schedule.

SFO 10R Runway Safety Area (RSA) (Design-Bid-Build)

Served as Engineer of Record, Design Manager and Construction Manager on this project. In response to a Congressional Mandate, this project modified SFO's Runways 10R in order to increase safety and minimize potential aircraft overshoot. The project also made improvements to the runway and adjacent taxiways, including repaving, electrical lighting and signage replacement, drainage improvements and modifications to FAA Navigational Aids.

SFO Taxiways A & B Reconstruction – Phases 1 and 2 (Design-Bid-Build)

Served as Engineer of Record, Design Manager and Construction Manager on these projects. These projects reconfigured and refinished SFO's Taxiways A & B, including modifications to allow for the new-at-the-time widebody A380 aircraft. Taxiways A & B traverse around SFO's terminal buildings, creating complex and complicated construction phasing challenges. The project included repaving, electrical lighting, signage replacement and drainage improvements.

SFO Taxiway L Reconstruction (Design-Bid-Build)

Served as Engineer of Record, Design Manager and Project Engineer on this project. This project repaired and reconstructed SFO's Taxiway L, including modifications to allow for the new-at-the-time widebody A380 aircraft. The project included repaving, electrical lighting, signage replacement and drainage improvements.

SFO Taxiway F Reconstruction (Design-Bid-Build)

Served as Civil Designer and Project Engineer on this project. This project repaired and reconstructed SFO's Taxiway F, including modifications to allow for the new-at-the-time widebody A380 aircraft. The project included repaving, electrical lighting, signage replacement and drainage improvements.

Sunnylands Retreat Campus, The Annenberg Foundation (CMAR)

Program Manager to the Annenberg Foundation at Sunnylands for a Retreat Campus in the City of Rancho Mirage. The project included master planning and execution of significant site and facility improvements, including the ground up construction of a new 4,000 SF cottage and garage, ten new guest suites and other associated structures and site work. Responsibilities included guiding the Client and their Board of Directors on project execution strategies and managing to scope, schedule and budget requirements.

**CONTACT**

(415) 656-3264
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EDUCATION

BS: Mechanical Engineering,
San Diego State University

LICENSES/CERTIFICATIONS

Licensed Professional Mechanical
Engineer, CA, 1988, M26159

"Type A" License General
Engineering Contractor, CA
745414

URS Construction Management
Certification

SKILLS

ADA, Agency
Budget, CA, Contract
Crystal Springs, Delivery Methods,
Mechanical Engineer, Insurance,
Construction Law
Public Works, Public Utilities
Commission, Airports,
Water/Wastewater, Dams,
Professional Engineer

REFERENCES

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Leslie Alspach
Francisco Park Conservancy
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Michael D. Ellzey
Director City of Irvine
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mikeellzey@gmail.com

BRENDAN MCDEVITT, PE

Construction Manager

**SUMMARY**

Brendan McDevitt is a licensed Professional Engineer and General Engineering Contractor with 32 years of experience in roles such as Senior Manager of Business Development, Chief Operating Officer, Chief Technical Advisor, Developer, Program Manager, Owner's Representative, Project Manager, Design Manager and Construction Manager. He has worked for large engineering and construction services firms leading pursuits in sports, entertainment facilities, commercial development and water/wastewater. He has managed large multi-discipline teams in both the public and private sector on entertainment, sports, recreation, parks, water/wastewater, heavy civil and industrial, deep excavations, large and small-bore pipelines and tunnels, environmental, waste management, land development, facilities, commercial, retail and transportation projects. Currently, he is President and CEO of MCK Americas Inc.

EXPERIENCE**Orange County Great Park, Irvine, CA**

Chief Technical Advisor to the CEO and Deputy CEO on a 1200-acre land development project to convert a Superfund military site into a regional 21st century park. The project required complex multi-agency environmental permitting and management of environmental issues for this spectacular public park that includes a unique 3000 tributary-acre storm water capture and re-use plan, Net zero renewable energy master plan, community ice facility, Anaheim Ducks NHL practice facility, library, visitor center, backbone infrastructure, roads, multi-story buildings, sports field house, soccer fields and baseball complex, botanical garden, amphitheater, museum, signage & wayfinding, private-public partnerships and numerous other elements and complexities. Sustainability, reuse and recycling are key goals of the park. Managed contracts totaling over \$100M for design services, environmental work, and other professionals plus a \$23M construction project to construction storm and irrigation capture and re-use ponds for four soccer fields.

Consolidated Administrative Office Building, SFO International Airport, San Francisco, CA

Served as Project Manager for the \$83M, 4-story, 135,000 square foot project that aimed to house airport staff while maintaining accessibility to landside, terminal, and airside activities. This LEED Gold Certified, Net Zero Capable building consolidated four SFO departments into one building consisting of 3 levels of advanced technology office space and a ground floor that houses accredited museum artifact preparation shops with strict humidity and dust controls. This was a Gross Maximum Price (GMP) Design-Build delivery.

Grand Hyatt Hotel, SFO International Airport, San Francisco, CA

Served as Principal-in-Charge for the \$237M, 351-room, 12-story high rise, Type 1 construction, on-airport hotel. This LEED Gold project boasts a gourmet 3-meal restaurant, cocktail bar, Grab and Go Market, Grand and Junior ballrooms, 17 meeting and event rooms, as well as state-of-the-art fitness and spa facilities. This was a Gross Maximum Price (GMP) Design-Build delivery.

Treasure Island Water Resource Recovery Facility, San Francisco Public Utilities Commission, San Francisco, Ca

Resident Engineer to SFPUC for the construction of a new wastewater treatment plant on Treasure Island. The Design-Build project serves residents and businesses on the island as part of a bigger picture, the Treasure Island/Yerba Buena Island Development Project. The new plant has the capacity to treat an estimated 1.3 mgd average dry-weather flow and a peak wet-weather flow of 3.9 mgd. The secondary treatment process will use a membrane bioreactor to remove biochemical oxygen demand and suspended solids. The project was designed to produce minimal wastewater discharge with the goal to reuse disinfected recycled water on the island for lawns, landscaping, and community parks. The project also includes the construction of 13 new buildings and facilities on the 9-acre site.

Golden State Warriors San Francisco Arena Development Project, San Francisco, CA

Served as an Executive Advisor and Construction Manager to the team ownership on the development of this complex project on a pier owned by the SF Port Authority and governed by State Lands Trust and BCDC.

Pacific Bell Park, San Francisco Giants, San Francisco, CA

Served as Construction Executive for KUD International LLC, (formerly Kajima Urban Development), Developer of Pacific Bell Park, San Francisco Giants. Constructed on leased S.F. Port Authority property, the \$330M stadium, the first privately financed ballpark in 35 years and dubbed a "Miracle", opened under budget and ahead of schedule for the year 2000 baseball season. From project approvals through the Final Certificate of Occupancy, managed the risk of the Guaranteed Schedule and the Guaranteed Cost for the developer. The project, consisting of over one million square feet, was constructed under personal contractor's license and was responsible for any issue that could affect cost or schedule. Managed the design, permitting, demolition, environmental remediation, construction, facility opening and contract closeout. Managed the contracts and work of the entire project team; CM/GC Huber Hunt & Nichols/Kajima, the Architects HOK Sport and Callison, the Owner's direct sub-contractors and all consultants and inspectors. Negotiated with city building officials solutions to seismic design issues involving cantilevered seating sections, Teflon/stainless seismic slip joints, pivoting columns and embed details. Worked directly with seismic engineers using particle acceleration programs to analyze stadium behavior during an earthquake event. Oversaw the installation of soil grouting and rock columns for the purpose of preventing liquefaction during a seismic event. Managed all soils and environmental issues, oversaw all retail space, concessions, back-of-house, sponsorship space and finishes. Directly responsible for ensuring compliance with all life-safety code requirements and Americans with Disabilities Act (ADA). Led all interactions with the Department of Building Inspection and Port Authority.

South Beach Marina Children's Playground, San Francisco Redevelopment Agency, San Francisco, CA

Served as the Owner's Representative and Project Manager to the China Basin Ballpark Company and San Francisco Redevelopment Agency for a modern maritime-themed playground along the San Francisco bay front.

China Basin Park & McCovey Cove, San Francisco Giants, San Francisco, CA

Located at the mouth of Mission Creek, China Basin Park was a popular pre-and post-game gathering spot for Giants fans until the 2023 season when a new park was constructed in the same location. Along the shores of McCovey Cove, families could enjoy picnics, play a game of catch or enjoy strolling the Giants Team History Walk. The History walk includes a statue of Hall-of Famer Willie McCovey, dubbed "Stretch" during his playing days, who played with the Giants for 19 seasons. Playing a major role in the design of the special elements, Brendan served as the Owner's Representative, Project Manager and Construction Manager to the San Francisco Giants for the development of this park tourist attraction, Barry Bond's T-Ball field and Giants Team History Walk.

Francisco Park, Francisco Park Conservancy, San Francisco, CA

Served as Owner's Representative and Project Manager for this 4.3-acre, \$27.5M park that was developed by the Francisco Park Conservancy using 100% donated funds under a Public-Private Partnership (PPP). The park was gifted to San Rec & Park upon completion. The park includes a playground, dog park, oval lawn, a community garden, pathways and restroom facilities that features auto hand washing and water reuse capabilities. Below the oval lawn, a stormwater harvesting system stores 500,000 gallons and captures all onsite runoff for irrigation and toilet flushing reuse within the park. The ADS Storm Tech Chambers store the water for non-potable gray water reuse. The water flows through a series of UV filtration and disinfection processes.

Clean Water Program, San Francisco Department of Public Works, Bureau of Construction Management, San Francisco, CA

As Division Manager, completed ten major wastewater projects totaling over \$150M from NTP to Close Out that were mandated by Federal Law to be operational by specific CDO dates. Accomplished this objective while supervising a staff of 32 engineers and inspectors. Projects ranged from 250 MGD pump stations and 9-foot diameter tunnels to treatment plants. Served as dual PM/CM for two-mile Richmond Transport 9-foot diameter tunnel, Resident Engineer for pump station connecting to the Islais Creek Tunnel and inspected miles of existing SFPUC (formerly DPW) wastewater tunnels.

San Francisco Department of Public Works, Mechanical Engineering Division Bureau of Engineering, San Francisco, CA

As Manager, managed the Mechanical Engineering Division for the City's Bureau of Engineering (SFPUC). Managed 31 engineers and designers in the preparation of contract documents for hundreds of millions of dollars of major storm and wastewater collection and conveyance system projects and treatment plant projects.

Water System Replacement and Seismic Upgrade Program, San Francisco Public Utilities Commission, San Francisco, CA

Prepared a fully comprehensive report in 2003 for SFPUC's Water System Replacement and Seismic Upgrade Program, Capital Improvements Program (currently WSIP). Analyzed the entire \$4.3B program for feasibility, risk analysis, constructability and its ability to deliver water following a seismic event. The report included a study of facilities from Hetch Hetchy to the City Distribution including San Joaquin, Sunol and Peninsula pipelines, Irvington and Crystal Springs tunnels, treatment plants, connectors, dams, reservoirs, pump stations, emergency and non-emergency power, etc.



KEITH ULINGER

Construction Manager



SUMMARY

Keith has over 33 years of experience as a General Contractor and Construction Manager, in particular with CM/GC, Lease-Leaseback and Design-Build projects. His experience ranges from infrastructure, utilities, office towers, aviation, retail complexes, schools, federal facilities, residential, water/wastewater, parks and sports facilities at all levels of competition including high school, college and professional. He is well-versed in all types of contracting methods, preconstruction services including costing, value engineering, constructability and the development of bid/trade packages. He is known for his consistent track record of exceeding revenue and profit goals. He is a self-motivated, results-oriented team leader, conscientious and detail-oriented. He is experienced in managing multiple project management teams on multiple projects at one time, setting effective priorities and achieving both immediate and long-term goals, ensuring smooth workflow and without fail meets all deadlines.

EXPERIENCE

Federal Building, City and County of San Francisco, San Francisco, CA

Served as Owner Project Manager for this \$134M, 605,000 square foot and 18 story office tower.

San Francisco County Jail No. 3 Replacement, San Bruno, CA

Scope consisted of a 768-bed maximum security correctional facility.

South McDonnell Road Realignment Project, SFO International Airport, San Francisco, CA

Served as Project Manager/Construction Manager for this utility and roadway realignment project and constructed a new RON hardstand to accommodate five (5) ADG-III aircraft with bussing operations or three (3) ADG-V aircraft and ground service equipment on both Air and Landside in support of increased demand and the new Airport Hotel Program. Keith oversaw Webcor Builders on a CM/GC delivery and worked alongside and in support of the Hotel team (Grand Hyatt Hotel), which was engaged in a Design-Build contract with Webcor Builders.

Terminal 3 West Modernization, SFO International Airport, San Francisco, CA

Served as Project Controls Manager for this modernization project to upgrade infrastructure and improve building and technology systems at the San Francisco International Airport. Additional assignments included cost estimating services.

Spaghetti Bowl Express Project, Nevada Department of Transportation, Reno, NV

Served as Inspector for this Nevada Department of Transportation project that was being done in five phases with the goal of improving safety by reducing crashes, easing congestion, and operational improvements and repairs. The Spaghetti Bowl is one of the busiest interchanges in Northern Nevada with over 250,000 vehicles using the interchange every day and crash rates one-and-half times the statewide average. MCK developed the resource loaded schedule for the Spaghetti Bowl interchange Project in Reno Nevada for DOT. MCK provided detailed procurement and crew resources to all seven critical bridge and overpass structure replacements. Two of the seven crossings required close coordination with UPRR and short durations to perform the work. Developing the procurement schedule post-Covid 19 manufacturing impacts also had its challenges. The team developed a tiger team to research long lead times for materials nationwide and weighed the cost for shipping and transportation against local suppliers to ensure the project met the schedule.

Bay Corridor Transmission Distribution Phase 2 & 3, San Francisco Public Utilities Commission, San Francisco, CA

Served as Resident Engineer for SFPUC on the DB-129.1 Phase II and DB-130 Phase III Bay Corridor Transmission & Distribution projects. This Design-Build contract provided construction and testing of new underground electrical duct bank and vaults, new Auxiliary Water System Supply (AWSS) ductile iron pipe, new roadway and sidewalk and restoration. Work was performed in two segments. Segment 1 occurred on Terry A Francois Blvd between South Street and Mission Rock Street. Segment 2 occurred on Illinois Street between 23rd Street and Marin Street.

Negotiated / GMP Projects

The Dial Corp. Headquarters, Phoenix, AZ

Scope consisted of a \$65m, 515,000 square foot, 26 story office tower with an 8-level parking structure.

CONTACT

(415) 656-3264
kulinger@mckinc.net

EDUCATION

BS, Construction
Arizona State University

CERTIFICATIONS

OSHA 30 Hour
NAVFAC,
USACE Construction Quality
Management Certified

SKILLS

Procore
Heavy bid
Blue Beam

REFERENCES

Joe Magnello, AIA, DBIA, LEED AP
BD+C
(443) 722-1184
joe@latitude18designs.com

Ron Galatolo
(650) 358-6828
galatolo@smccd.edu



BILLY BOIDOCK

Construction Manager



SUMMARY

Billy Boidock has over a decade of experience working on high-profile projects like SFMTA's Central Subbay, SFO's Terminal 3 West project and SFO's Grand Hyatt Hotel. His experience spans across multiple sectors including rail, aviation, buildings, water/wastewater and parks. Billy has extensive experience in buildings and structures, interiors focused on Guest Services, and improvement of Guest Services in a highly public environment. He has served as Project Manager, Construction Manager, Controls Manager, Field Contract Administrator, and Inspector for projects primarily consisting of offices, public amenities, food service, MEP, Tenant Improvements, solar, sustainability and building code compliance. He has served as Operations Manager and leader for critical facilities. Billy is skilled at the engagement of and collaboration with stakeholders in politically challenging environments. He is a self-motivated, results-oriented team leader, conscientious and detail-oriented. He is experienced in managing multiple project management teams on multiple projects at one time, setting effective priorities and achieving both immediate and long-term goals, ensuring smooth workflow and meeting all deadlines.

EXPERIENCE

Occupied Facilities Program, East Bay Municipal Water District, Oakland, CA

Construction Manager and Point-of-Contact for EBMUD's Occupied Facilities Program at the District's Administration and Maintenance buildings in downtown Oakland. Project includes upgrades to the occupied building network Fiber Optic infrastructure, Replacement and Commissioning of building Security Camera systems, Demo and replacement of HVAC Rooftop and Building systems with new equipment and Building Pressure Zones, Roofing Systems Rehabilitation and Rooftop Building Maintenance Equipment Upgrade.

Consolidated Administrative Office Building, SFO International Airport, San Francisco, CA

Served as Construction Manager, Office Engineer, Activation and Commission Specialist and Closeout Manager for this \$83M, 136,000 SF Consolidated Administration Campus building which houses, Design & Construction, Planning, ITT and Museum staff in a LEED Gold, Net Zero energy facility. The building also contains a ground level café.

Terminal 3 West Modernization, SFO International Airport, San Francisco, CA

Assistant Resident Engineer for this \$800M building modernization project that upgraded infrastructure and improved building and technology systems at the San Francisco International Airport. Served as Assistant RE through the Design Phase of the project (2019-2020). Post COVID, Billy served as Night Inspector for the project (2023-2025).

Project/Construction Manager, Golden State Warriors Oracle Arena Capital Projects

Served as Project/Construction Manager for the Golden State Warrior Oracle Arena Capital Projects totaling \$20M:

- o Warriors Owners Lounge renovation
- o 2nd Row Floor Seats expansion
- o City National Club design & buildout
- o Theater Box Suites design & buildout
- o Warriors concourse-level Team Store buildout (\$600k)
- o Oracle Arena DraftKings Atrium Bar buildout (\$1.5M)
- o Cisco Stadium Vision & Signal Share WiFi implementation (\$7MM)
- o 2015 NBA Finals arena buildout – collaboration with NBA, ESPN teams

Grand Hyatt Hotel, SFO International Airport, San Francisco, CA

Office Engineer for Project Management Support Services Team for the SFO Airport Hotel Program. This \$237M, Four/Five Star Grand Hyatt Hotel is located at San Francisco International Airport (SFO) and consists of 351 rooms. The state-of-the-art hotel is accessible by Air Train and is located near the International Terminal.

CONTACT

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bboidock@mckinc.net

EDUCATION

Stanford Graduate School of
Business,
MBA, Finance and Sports
Management

University of Colorado – Boulder
BS, Mechanical Engineering

Member of Service-Learning
Expedition to India Focused on
Healthcare & Sustainable
Development

Leadership Certificate -
Presidents Leadership Class

CERTIFICATIONS

OSHA 30 Hour

SKILLS

Oracle Unifier, PROCORE,
Bluebeam, Microsoft Office

REFERENCES

Karl Tingwald, PE
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Frank Jesus
Associate Engineer EBMUD
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Joe Magnello, AIA, DBIA, LEED AP
BD+C
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Michael Dorsa
(408) 623-4212
michaeld@nibbi.com

**CONTACT**

(415) 656-3264

EDUCATION

Red Rocks Community College,
Golden, CO

CERTIFICATIONS

Journeyman Electrician

SKILLS

MEPF Systems
FLS Systems
HVAC Systems
Refrigeration Systems
DCC Systems
Fire/Life Safety Systems
Process Controls
Access Controls

TOM BOSLEY

Construction Manager

**SUMMARY**

Tom has over 20 years of industry experience overseeing construction for projects throughout Southern California & Southern Nevada specializing in MEPF, DDC, FLS, special systems and utility coordination. Tom's primary responsibilities include managing design professionals and general contractors, budgeting, bidding, permitting, document control, change management, schedule maintenance and project closeout for multiple platforms including professional sports facilities, high rise office, industrial/logistics centers, multifamily and mixed-use projects. In addition to trade school where he learned multiple building trades, he served a State administered apprenticeship program and earned a Master Electricians License in both Colorado and Wyoming. Tom also attended Red Rocks Community College in Golden Colorado to study HVAC & refrigeration systems, DDC systems, fire/life safety systems, process controls and access controls, further enhancing my special systems expertise.

EXPERIENCE**Petco Park, San Diego, CA**

Served as Construction Manager for the \$300M, 42,000-seat San Diego Padres ballpark. Primary areas of responsibility included management of MEP consultants and on-site representatives, management of construction schedules, budgets and activities, managing risks and costs, MEPF systems, life safety systems, ENG and information systems, vertical transportation, audio/visual systems and bulk CO2 and beer delivery system.

PacBell Park, San Francisco, CA

Served as MEP Coordinator for a 42,000-seat professional baseball stadium in San Francisco, CA. Responsibilities included coordinating efforts of mechanical, electrical, plumbing, fire protection and special systems sub-contractors, negotiating and administering contracts, functional testing, final inspections and obtaining Certificate of Occupancy.

Riverwalk, San Diego, CA

Served as Lead Construction Manager on the first phase of 20 year redevelopment of Riverwalk Golf Course. Massive scale mixed use development of 4,000 new market rate apartment units, 100K sf of retail space, 1M sf of Class A office, park space, new Metro stop and restoration of the San Diego River and associated wetlands.

2211 Michelson, Irvine, CA

Served as sole Construction Manager for a 266,000 sf 12-story LEED Silver Class A office and 6-level 792-car parking structure. Responsibilities included design controls, bidding, contract buy out, managing construction schedule and budget, coordination of utilities and services, ensuring compliance with all local codes and regulations including SWPPP, air quality, seismic and emergency communication systems, reviewing contractor pay applications, reporting to development partner and lender.

West Edge, Los Angeles, CA

Served as Lead Construction Manager on \$320 Million LEED-certified commercial office space, 600 Type 3A multi-family residences and 80K sf of retail space over 3 levels of subterranean parking. The project included demolition, remediation of contaminated soil, excavation, temporary dewatering, and construction of 780K sf transit oriented mixed-use space.



NATE GAVZY

Construction Manager



SUMMARY

Nate Gavzy is an Executive Vice President at MCK with over 15 years of experience in construction management, project controls, inspection, and field engineering gained on a variety of multi-million-dollar public and private works projects. In addition, Nate is an expert in Unifier management software. Nate has held roles such as Resident Engineer, Project Controls Manager and Change Order Manager. Nate has also served as a Field Contract Administrator, with responsibilities that have included oversight of inspection and testing consultants, enforcing code and permits requirements, specifications and materials compliance, contracts administration, budget and change management, invoice reviews, reporting, manpower and equipment estimating, and reviewing submittals, RFIs and as-builts.

EXPERIENCE

Orange County Great Park, Irvine, CA

Orange County Great Park development consisted of multiple projects including the South Lawn and Timeline West, Visitor Center Pavilion, Community Garden, Farm & Food Lab Enhancements, Parking Lot Extension, and Timeline Central Pavement Repair projects. Provided CM services monitoring change order work to design team on a Time and Material basis, assisted with the Master Schedule, Cost Control, project close out, management of design deliverables and other project management tasks. Prepared monthly reports for the Orange County Great Park Corporation that covers up to \$3 million per month. Additional responsibilities included: successfully permitted projects from the Entitlement phase through Construction Document approval for approximately \$20 Million dollars of Capital Improvement Projects. Assisted with a Public Benefit Conveyance process of approximately 1.6 acres from the National Park Service to the City of Irvine.

Treasure Island Water Resource Recovery Facility, San Francisco Public Utilities Commission, San Francisco, CA

Field Contract Administrator/Project Controls for this \$202M new wastewater treatment facility on Treasure Island to address aging infrastructure. MCK is leading design, the project is 35% through construction, planning the permanent power, testing, activation and start up activities with WWE Operations and the contractor. The project uses the latest membrane and PFAS technologies and is scheduled to complete 2026.

Occupied Facilities Program, East Bay Municipal Water District, Oakland, CA

Project Controls for EBMUD's Occupied Facilities Program at the District's Administration and Maintenance buildings in downtown Oakland. Project includes upgrades to the occupied building network Fiber Optic infrastructure, Replacement and Commissioning of building Security Camera systems, Demo and replacement of HVAC Rooftop and Building systems with new equipment and Building Pressure Zones, Roofing Systems Rehabilitation and Rooftop Building Maintenance Equipment Upgrade.

Grand Hyatt Hotel, SFO International Airport, San Francisco, CA

Project Controls Manager for the City and County of San Francisco International Airport (SFO) for Project Management Support Services for The Airport Hotel Program. This \$237 Million, Four/Five Star Grand Hyatt Hotel is located at San Francisco International Airport (SFO) and consists of 351 rooms. The state-of-the-art hotel is accessible by Air Train and is located near the International Terminal.

Consolidated Administrative Office Building, SFO International Airport, San Francisco, CA

Project Controls Manager to the San Francisco International Airport for the design and construction of the 140,000 SF Consolidated Administration Campus building which now houses several departments at SFO in a LEED Gold, Net Zero energy facility.

CONTACT

(415) 656-3264
ngavzy@mckinc.net

EDUCATION

BS, Business Administration
Sierra Nevada College

CERTIFICATIONS

Program Management Certificate,
URS Certification Program,
Prolog Manager
Unifier Certificate
Continuing Education Courses:
Construction Management
Contract Law and Specifications &
Construction Documentation

CM SOFTWARE

Procore
Unifier

REFERENCES

Rick Thall
(650) 821-7878
rick.thall@flysfo.com

Cary Mutschler
(530) 642-4182
cmutschler@eid.org

**CONTACT**

(415) 656-3264
mwhite@mckinc.net

EDUCATION

University of California, Davis
Bachelor of Science, Civil
Engineering, 1998

CERTIFICATIONS

Engineer in Training (EIT), 1997
Project Management Professional
(PMP), 2005

SKILLS

Primavera (P3 & P6), SureTrak,
Microsoft Project, ProCore,
Expedition, Prolog, CMIS,
Microsoft Office, SAP

REFERENCES

Rick Thall
Airport Program Manager
SFO
(650) 821-7878

Robert Fill
(916) 912-4796

Steven Kyauk
Project Lead
SFO
(415) 566-0800

MATT WHITE

Scheduler/Claims Specialist



SUMMARY

Matt White is a seasoned Project Controls and Scheduling Expert with over 20 years of experience delivering project controls, schedule management, dispute resolution, and claims support for over 100 domestic and international projects. His work spans diverse sectors, including airports, highways, schools, correctional facilities, water treatment plants, power plants, environmentally sensitive projects, and oil refineries. Matt has extensive experience performing and leading teams in schedule development, delay analysis, and claims evaluation, supporting contractors, owners, architects, engineers, and surety companies during litigation, mediation, and arbitration processes.

EXPERIENCE

Corte Madera Paradise Pump Station, Corte Madera, CA

Served as Scheduler for the rehabilitation of the pump station to provide reliable pump operation and continuous uninterrupted sewer conveyance. Scope consisted of installation of new pumps, discharge piping, valves, flow meter, supports, anchorage, VFDs, programmable logic controllers, backup pump controller, valve vault, access hatch, ventilation improvements, gas system improvements and lighting. The work also included erosion control, temporary bypass pumping, potholing, dewatering, wet well coatings, drywell floor coatings, stair drain line replacement, bypass pumping connection, future parallel force main connection, chemical injection system hardware improvements, chain-link gate installation, surge tank drain line installation, asphalt resurfacing and other related work.

Terminal Phase I, NAPA County Airport, Napa, CA

Napa County Airports 1950's style terminal was a fixture at the airport for decades but with a new terminal, it marks a new beginning for the local wine country aviation hub. The project will ultimately result in new terminals for Atlantic Aviation and Skyservice Business Aviation, the airport's two fixed-base operators. The airport which does not service commercial jets focuses on air-taxi service, corporate jets and private planes. Matt provided scheduling services.

Francisco Park, Francisco Park Conservancy, San Francisco, CA

Served as Senior Scheduler for the \$20.5 million project transforming the SF Reservoir site in San Francisco's Russian Hill neighborhood into a public park. The project included a dog run, elevated walkway, main lawn, community garden, reservoir history pathway, and advanced stormwater capture with a UV filtration system. Francisco Park opened in 2022.

Bay Corridor Transmission and Distribution Phase I, SFPUC, San Francisco, CA

Acted as Scheduler for this Design-Build project, reporting to the Resident Engineer. The project involved design, permitting, and construction of underground electrical utilities, sewer force main, gravity sewer pipe, cured-in-place sewer liners, and water distribution pipe. Scope included roadway and sidewalk restoration per San Francisco Public Works regulations and City Ordinances.

Bay Corridor Transmission and Distribution Phase II, SFPUC, San Francisco, CA

Served as Scheduler for the Design-Build DB-129.1 project, managing construction of underground electrical duct banks and vaults, new Auxiliary Water Supply System (AWSS) piping, and roadway/sidewalk restoration. Work occurred in two segments: Terry A Francois Blvd (South Street to Mission Rock Street) and Illinois Street (23rd Street to Marin Street).

Happy Valley and Sunnyside Pumping Plants, East Bay Municipal Water District, Orinda, CA

Served as Senior Scheduler for the \$17.3 million project constructing the 4.0 MGD Happy Valley Pumping Plant and the 1.5 MGD Sunnyside Pumping Plant. Scope included 3,415 feet of ML&PCS and HDPE pipe, vertical turbine pumps and motors, site grading, paving, landscaping, irrigation, security fencing, and retaining walls with soldier piles.

Upper Main Ditch Piping Project, El Dorado Irrigation District, Pollock Pines, CA

Served as Scheduler for the \$11 million project installing 12,700 linear feet of 42-inch pipe to connect the reservoir outlet to the reservoir treatment plant inlet.

Ricardo RODRIGUEZ
Sr. Consultant/ Sr. Scheduler



EDUCATION:

BS Civil Engineering –
University of Southern
California

**PROFESSIONAL
MEMBERSHIPS:**

Association for the
Advancement of Cost
Engineering (AACE)
Construction Management
Association of America
(CMAA)
American Society of Civil
Engineers (ASCE)

SOFTWARE:

Primavera P3
Primavera P6
Microsoft Project
SureTrak
CaseMap
Time Map

Corporate Office

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Phone: (213) 341-6601

San Francisco Bay Area

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San Jose, CA 95110
Phone: (408) 495-8600

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TRICERTUS

Ricardo Rodriguez is a Senior Managing Consultant at Tricertus. He has had various construction consulting roles including claims and damages review, schedule reviews, forensic scheduler, project management, construction management, estimates review, change order reviews, and document management for projects in the United States and Canada. His construction experience consists of project management; schedule preparation and analysis; schedule delay and acceleration analysis; contract document assessment; change order and contract compliance; and defective testing. His claims management includes assisting Owners with claims submitted by contractors to resolve disputes; Review of claims submitted during construction for additional time and monetary compensation; managing claims submitted to the owner including preparing responses as required by the contract documents; preparation of analysis of quantitative information for use in mediation and arbitration settings.

Mr. Rodriguez's construction project experience includes transportation, airports, water reclamation plants, hospitals and health care facilities, hotels, entertainment, residential, recreational and specialty buildings. Prior to joining Tricertus, Mr. Rodriguez was an Associate Consultant for HKA Global Inc., formally known as Hill International Claims and Consulting, Inc.

PROJECT EXPERIENCE

Forensic Scheduler/Claims Support Analyst – Caltrans US-50 Multimodal Corridor – Sacramento, CA – November 2023 - Ongoing

On this ongoing \$460 million highway project, Mr. Rodriguez primary responsibilities focused on claims support and delay analysis. He conducted in-depth schedule analyses to identify and quantify project delays, prepared independent reports to assist the owner's team in evaluating contractor claims, and developed recovery strategies to mitigate schedule impacts. His analyses included but were not limited to time-impact analyses and windows analysis. Mr. Rodriguez's report was submitted to the Dispute Resolution Board (DRB) to support negotiations. Mr. Rodriguez is scheduled to present his findings to the DRB if there is no resolution.

Project Scheduler – San Bernardino Municipal Water District – Facilities Relocation P1 – San Bernardino, CA – March 2024 – Ongoing

The San Bernardino Water Facilities Relocation Project involves the development of a new Administrative Building on a 7.86-acre site, including the relocation of utilities and coordination with multiple agencies. The project features the renovation of existing operations buildings, construction of a 13,500 SF warehouse, and sustainable additions such as a 17,921 SF demonstration garden. The phased construction is expected to be completed within 24 months, ensuring minimal disruption to ongoing operations. Mr. Rodriguez is assisting the contractor as the Project Scheduler, who is responsible for maintaining and updating project schedules in compliance with contract specifications. He manages monthly updates,

Engelberto Gaeta
Scheduler II



EDUCATION:
BS Civil Engineering –
Tijuana Institute of
Technology

SKILL:
Primavera P6
Survey with Trimble RTS
AutoCAD
Draft Sight
Opus
Microsoft Office
Field Wire

Corporate Office

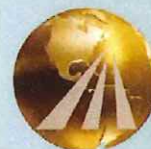
440 E Route 66,
Glendora, CA 91740
Phone: (213) 341-6601

San Francisco Bay Area

333 West San Carlos, Suite 600
San Jose, CA 95110
Phone: (408) 495-8600

✉ INFO@TRICERTUS.COM

WWW.TRICERTUS.COM



TRICERTUS

Engel Gaeta is an accomplished, well-organized, and bilingual Scheduler. He started in the field and had 14 years of experience in the construction industry, specializing in building foundations and concrete work such as frost walls, stem walls, and structural designs for underground parking. Engel is utilizing his field experience and pivots to perform professional scheduling tasks. With 1 year under his belt as a scheduler, his vast experience enabled him to absorb the intricate knowledge of scheduling quickly and brings to the table a valuable perspective required of good schedulers. Engel is a great team player and possesses excellent organizational and managerial skills, which enable him to efficiently lead and supervise crews on the field and communicate with superintendents, project managers and field personnel.

PROJECT EXPERIENCE

Alamitos Battery Energy Storage System 2, Long Beach, California
Junior Scheduler – October 2023 to Present

The second portion of the AES Alamitos Battery Energy Storage System located in Long Beach California. Mr. Gaeta was in charge of updating the integrated schedule that contained the scope from two separate contractors. Mr. Gaeta reviewed any variances on a weekly basis and ran what-if scenarios for the owner to establish the potential impacts that the project would face. Mr. Gaeta produced all of the reports to present during the weekly call alongside the Owner and Contractors.

Huntington Hospital Pharmacy, Pasadena, CA
Junior Scheduler – October 2023 to Present

\$9.6 million project that will renovate the pharmacy and other floors at Huntington Hospital. Mr. Gaeta was retained as a junior scheduler to run the monthly updates alongside the Project Manager and Superintendent to create the monthly scheduling update submittal that included the schedule and narrative. Mr. Gaeta analyzed the critical and near-critical paths along with the monthly lookaheads to provide the Project Manager the most pertinent information.

Joar Engineers – September 2016 to May 2018
Project Manager

Mr. Gaeta was the project manager for the construction of an \$850,000 embankment in Rosarito, Baja California in order to be able to construct Rosarito Boulevard North. Along with that, he worked on the tunnel for rainwater discharge in Rosarito. Mr. Gaeta was the project manager for the installation of sanitary plumbing for a new housing development in Tijuana.

Vision Integral Construction Services – January 2010 to July 2016
Project Engineer

Mr. Gaeta was in charge of project controls operations including creating cost estimates for bids and running payroll. He was also in charge of planning the work and creating the work charts for crews. He would review the structural and architectural drawings to help in creation of bids. Mr. Gaeta used the software Opus



ALBERT COCHRAN

Construction Inspector



SUMMARY

Al Cochran has over 30 years of civil project experience related to water, wastewater, underground utilities, environmentally sensitive projects, flood mitigation, levees, slope stabilization, sediment removal, creek widening, dam restoration and downstream monitoring of pollutants etc. He has recent experience as a Lead Inspector in managing large multi-discipline teams, prime contractors, designers and specialty consultants on large public works projects such as the Central Subway, Lost Creek Dam Crest Modification, City of Millbrae and Fresno Wastewater Treatment Plants and the CDC Stockton prison/health care facility. Al possesses vast experience in electrical / civil and structural inspection services providing exceptional inspection oversight to water/ wastewater, control plants, pump stations and buildings in civil and structural disciplines. Al is well versed in several construction management software programs such as Procore, CM13, Bluebeam, BIM 360, Prolog, Primavera and Kahua. He is known to be one of the best in the industry.

EXPERIENCE

Happy Valley and Sunnyside Pumping Plant and Pipeline, East Bay Municipal Water District, Orinda, CA

Inspector to the East Bay Municipal Utility under an As Needed Construction Management and Inspection Services contract. Augmented District Inspection staff and provided coverage on routine projects when District Inspectors are out of the office or need to focus on other critical work. Cross-trained/exchanged knowledge with in-house staff, integrated with the District Senior Construction Inspection Team and reported to the Supervising Construction Inspector. Inspection duties consisted of performing field inspections of Contractor's work alongside the District's assigned Senior Construction Inspector. Assured compliance with Contract, documents, CalOSHA regulations, the Contractor's Health and Safety Plan, permit requirements, etc., and provided overall quality assurance at the project site. Prepared detailed daily inspection reports detailing inspections performed and any issues noted.

Bay Corridor Transmission Distribution Phase 2, San Francisco Public Utilities Commission, San Francisco, CA

Special Electrical Inspector for the San Francisco Public Utilities Commission on the DB-129.1- Bay Corridor Transmission & Distribution - Phase 2 North project. This Design-Build contract provided construction and testing of new underground electrical duct bank and vaults, new Auxiliary Water System Supply (AWSS) ductile iron pipe, new roadway and sidewalk and restoration. This work was performed in two segments: Segment 1 occurred on Terry A Francois Blvd between South Street and Mission Rock Street and Segment 2 occurred on Illinois Street between 23rd Street and Marin Street.

Bay Corridor Transmission Distribution Phase 3, San Francisco Public Utilities Commission, San Francisco, CA

Special Electrical Inspector to the San Francisco Public Utilities Commission (SFPUC) for the Design-Build project that consisted of design and construction services for the BCTD - Phase 3 located in San Francisco, CA. The project required design, engineering, permitting, procurement of labor, materials procurement, construction, delivery, installation, and testing of new underground electrical utilities, underground wastewater pipeline replacement and rehabilitation, roadway and sidewalk re-paving, upgrade and restoration. Design scope consisted of two main elements: (1) electrical duct banks, cables, conductors and (2) sewer force mains, gravity sewer pipe, cured-in-place sewer pipeline liner, water distribution and appurtenances, roadway and sidewalk improvements in public rights-of-way. Construction scope also consisted of all work associated with installing the electrical duct banks, cables/conductors, sewer force main, gravity sewer pipe, cured-in-place sewer pipeline liner, water distribution pipe, all associated appurtenances in San Francisco and required restoration and improvements to public rights-of-way in accordance with San Francisco Public Works regulations and City Ordinances. Electrical work consisted of installing approximately 0.6 miles of underground duct bank and associated appurtenances.

CONTACT

(415) 656-3264
acochran@mckinc.net

EDUCATION

California Polytechnic State
University
San Luis Obispo, California
BS: Engineering Technology

CERTIFICATIONS

URS Construction Management
Certification
Confined Space Certification
30-hour OSHA Training

SKILLS

Procore
CM13
Bluebeam
BIM 360
Prolog
Primavera
Kahua

REFERENCES

Rick Thall
Airport Program Manager
SFO International Airport
(650) 821-7878

Iris Lim
(628) 224-1267
lLim@sflower.org



JAMES WEBER

Construction Inspector



SUMMARY

James Weber is a seasoned estimator with 26 years' experience and focus on electrical work for the top three electrical contractors in the country. He's estimated numerous wastewater and treatment facilities across the United States. As part of estimating any water facilities the following components are always factored in: low voltage systems (i.e. fire alarms, security, communications, etc.), SCADA systems, high voltage 15kV and higher systems for incoming power, redundancy power and low voltage systems (i.e. transfer switches, generators, emergency lighting systems, back-up feeders to motors and pumps, automatic transfer switches), low voltage electrical systems 12kV and lower, and related switchgear and transformer work. Additionally, he has experience with forensic review, value estimating, expert testimony and estimating oversight.

EXPERIENCE

Central Library Switchgear Replacement, City of Huntington Beach, Huntington Beach, CA Served as Cost Estimator and Construction Manager for this Switchgear Replacement project in Huntington Beach, CA. The project Scope of Work consisted of the replacement of the electrical service entrance equipment "MSB". 1,600A, 480Y/277V, 3PH, 4W, 35kA within the Central Library located in Huntington Beach. The existing gear was damaged and remained de-energized. Temporary electrical equipment was set up and put in operation by-passing the existing equipment. The new gear was designed to replace the existing gear within the same footprint as feasible.

Treasure Island Water Resource Recovery Facility, San Francisco Public Utilities Commission, San Francisco Public Utilities Commission, San Francisco, CA

Served as Cost Estimator for this Water Resource Recovery project in San Francisco. The Treasure Island Water Resource Recovery Facility Project will construct a new wastewater treatment facility adjacent to the existing plant (Treasure Island Water Pollution Control Plant) on Treasure Island to address aging infrastructure, ensure regulatory compliance, and meet the wastewater and recycled water needs of the future Treasure Island and Yerba Buena Island (TI/YBI) residents and businesses. The City's redevelopment of Treasure Island is anticipated to add open space, hotels, restaurants, shops, entertainment venues and up to 8,000 new homes capable of housing more than 20,000 new residents by 2036. These facilities are critical components of San Francisco's growth and vitality, and the new plant will offer reliable, high-quality service to all who live, work, or play on TI/YBI.

SFO International Terminal Building Phase 2 Project, San Francisco International airport, San Francisco, CA

Served as Cost Estimator for the \$289M Project that consisted of the renovation of the Departures and Arrivals levels and consolidation of Customs and Border Protection facilities to ease congestion. The project renovated areas of the ITB departures and arrivals levels to meet current and forecasted international passenger growth and increase revenue generating opportunities by enhancing guest experience and optimizing Airport operations.

Terminal 3 West Modernization Project, San Francisco International Airport, San Francisco, CA

Provided Cost Estimating services to this SFO project. This \$800M project modernized the existing 400,000 square foot western half of the terminal, including a seismic retrofit, new architectural finishes and new passenger amenities. Created 190,000 square feet of additional space, allowing for expanded food, beverage and retail concessions. Included improvements to the building and technology systems to comply with the latest building fire and life safety code requirements. Reconfigured checkpoints and aircraft gates. Renovated and expanded Terminal 3 West, provided 7 for 5 gates at BAF with 7 new PBBs, included international swing gates with sterile connection ITB CBP facility, enhanced concession offerings and strived to achieve Net Zero Ready, LEED Gold certification. Airfield work included a new jet fuel system, flatwork, and other upgraded utilities.

Terminal Phase I, NAPA County, Napa, CA

Served Cost Estimator for the new terminal project in Napa Valley. Napa County Airports 1950's style terminal was a fixture at the airport for decades but with a new terminal, marks a new beginning for the local wine country aviation hub. The project resulted in new terminals for Atlantic Aviation and Skyservice Business Aviation, the airport's two fixed-base operators. The airport which does not service commercial jets focuses on air-taxi service, corporate jets and private planes.

CONTACT

(415) 656-3264
jweber@mckinc.net

EDUCATION

B.A. Communications Studies and
Theological Studies, University of
San Diego

Lawyer's Assistant Program,
University of San Diego, CA

Construction Defect Litigation,
University of San Diego, CA

CERTIFICATIONS

ICC/ICBO Licensed Electrical
Inspector
Journeyman Electrician

SOFTWARE

Microsoft Office
Accubid
Timberline
Revit
CAD
Primavera
Unifier
HeavyBid

REFERENCES

William Chan
Electrical Engineering Section
San Francisco International
Airport
(650) 821-7719



CONTACT
(415) 656-3246

CERTIFICATIONS

Certified Electrician, State of California, License No. E135313G, Expires 12/24, General Electrician

AGC of America U.S.A.C.E Construction Quality Management for Contractors

AGC of America EM 385-1-1 40 Hour Construction Hazard Awareness Safety Training

A.J. Kirkwood & Associates, Inc. Fall Protection Instructor

AGC of America ARC Flash Safety Training

PureSafety Electrical Safety and Lockout/Tagout for Construction

OSHA Construction Safety & Health ID No. 60048240

A-B-CPR & First Aid Training

Competent person in Scaffold Building and Trenching/Shoring Methods

REFERENCES

Victor Kimberling
(619) 520-2687
victor@kimberlingenterprises.com

Sam Sandoval
(714) 505-1977

STEPHEN BENNETT

Construction Inspector



SUMMARY

Mr. Bennett has over 30 years of experience in the construction industry and is skilled in all aspects of electrical and mechanical engineering concepts, complex job execution and troubleshooting of projects through completion. His experience includes Supervisory/foreman duties leading crews, mentoring the labor force, working closely with the owner and engineers to expedite any design issues encountered in the field, interfacing with state inspectors and ensuring that all jobs meet state regulations, reading blueprints and drawings, and ensuring that all deadlines are met. Mr. Bennett coordinates, executes and maintains an effective field and office relationship during build out process by using all necessary engineering, labor, subcontracting services, equipment/materials and other company resources available. He prioritizes for timeliness and contract/job change order implementation and mediates issues to effective resolutions both on the general contractor and subcontractor levels.

Mr. Bennett has held several positions as Site Superintendent/Site Safety Health Officer/Quality Control Manager/Assistant Project Manager. His responsibilities typically include oversight of all subcontractors' activities, responsible for making sure that Safety Meetings occur on a weekly basis. Responsible for all reports associated with the Site Safety Health Officer (SSHO) position such as Daily Production Reports, Waste Management Debris Reports, and any other reports associated with monthly billing. Review of all safety procedures associated with the project to ensure compliance with both OSHA and the EM385-1-1. Daily site safety inspections to monitor processes for constant review of existing safety procedures. As Quality Control Manager, he is responsible for implementing the 3 phases of control, ensuring that all work meets all requirements of the drawings and specifications and maintaining control of the submittal process. Additional responsibilities include conducting weekly QC meeting and performing daily reporting and redline updates.

EXPERIENCE

Interdisciplinary Science and Engineering Building at the University of California, Irvine

Currently serving as Journeyman Electrician/QC for the \$120M, six-story, 204,750 sf Science and Engineering facility at UCI. The project is targeting LEED Platinum. This design-build building features wet and dry laboratory and support spaces, research offices, classrooms, and administrative offices. Smart-grid technologies, transportation systems, energy storage, renewable energy technology, greenhouse-gas-reduction approaches, and zero-carbon mobility systems.

Scripps Institution of Oceanography, US San Diego, San Diego, CA

Served as Journeyman Electrician/QC to PCL Construction for the \$25.7M, UCSD SIO Marine Conservation Facility that is comprised of eight new teaching and research labs as well as a multi-purpose outdoor space, rooftop cafe, and two large-stepped terraces for special events. Construction completed fall 2019.

2211 Michelson, Irvine, CA

Served as Electrical Journeyman Foreman sent to close out the project and address punch list items and electrical and commissioning issues for the 266,000 sf, 12-story, high-end Class A office building with stone floor and stone and glass wall panels on a 1.2-acre site east of John Wayne Airport. The building is the first in California to be pre-certified in the Leadership in Energy and Environment Design (LEED®) Core and Shell program.



"MCK's mission is simple. We strive for every employee to represent the company as if she / he were the Owner. Caring about the success and image of the company translates into performance for the Client."

Brendan P. McDevitt, P.E.
President / CEO
MCK Americas, Inc.

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.

RATE SHEET

EXHIBIT B

MCK AMERICAS (PRIME)	Role	2025 Billing Rate
Al Cochran	Inspector	\$ 185.00
Billy Boidock	Construction Manager	\$ 212.45
Brendan McDevitt	Construction Manager	\$ 250.00
James Weber	Inspector	\$ 185.00
Keith Ulinger	Construction Manager	\$ 212.45
Matt White	Scheduler	\$ 219.78
Natasha Cargill	Construction Manager	\$ 156.29
Nate Gavzy	Construction Manager	\$ 222.22
Stephen Bennett	Inspector	\$ 151.00
Tania Gharechedaghy	Construction Manager	\$ 250.00
Tom Bosley	Construction Manager	\$ 222.22

TRICERTUS	Role	2025 Billing Rate
Ricardo Rodriguez	Scheduler	\$ 204.10
Engel Gaeta	Scheduler	\$ 201.80

*yearly increase is equal to CPI index for Los Angeles-Long Beach-Anaheim through US Bureau of Labor





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Helen Jang PHONE (A/C, No, Ext): 626-696-1892 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
License#: 6003745 MCKAMER-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER B : Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C : Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER D : US Specialty Insurance Company</td><td>29599</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Trumbull Insurance Company	27120	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D : US Specialty Insurance Company	29599	INSURER E :		INSURER F :	
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INSURER C : Hartford Underwriters Insurance Company	30104														
INSURER D : US Specialty Insurance Company	29599														
INSURER E :															
INSURER F :															
INSURED MCK Americas, Inc. dba: MCK Associates, LLC 150 Executive Park Blvd. Ste 2150 San Francisco CA 94134															

COVERAGES

CERTIFICATE NUMBER: 278360829

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBN1PG4	7/29/2025	7/29/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGFM1054	7/29/2025	7/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWBN1PG4	7/29/2025	7/29/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	57WEGBH8ZRB	7/29/2025	7/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			USS2535830	7/29/2025	7/29/2026	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
RE: 2025 On-Call CM.INSP, On-Call Construction Management and Inspection Services.

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

City of Huntington Beach
2000 Main Street
Huntington Beach CA 92648

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

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

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

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

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

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

→ **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:

1. The following provision is added to Paragraph 2. Aggregate Limits:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph 2. Aggregate Limits:

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGBH8ZRB

Endorsement Number:

Effective Date: 07/29/2025

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MCK Americas, Inc. dba: MCK Associates, LLC
150 Executive Park Blvd. Ste 2150
San Francisco, CA 94134

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

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

d. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

e. Employees as Insureds

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

f. Lessors as Insureds

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

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

g. Additional Insured if Required by Contract

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

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

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

2. Primary and Non-Contributory if Required by Contract

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

(1) Primary Insurance When Required By Contract

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

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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

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

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

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

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

3. AUTOS RENTED BY EMPLOYEES

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

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

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

4. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

7. LOAN/LEASE GAP COVERAGE

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

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

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

8. AIRBAG COVERAGE

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

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

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

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

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

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

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

12. TWO OR MORE DEDUCTIBLES

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

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

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

15. HIRED AUTO - COVERAGE TERRITORY

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

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

16. WAIVER OF SUBROGATION

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

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

17. RESULTANT MENTAL ANGUISH COVERAGE

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

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

18. EXTENDED CANCELLATION CONDITION

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

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

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

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

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

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

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

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