

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND ERICKSON-HALL CONSTRUCTION CO
FOR PROGRAM MANAGEMENT SERVICES FOR MODERNIZATION OF POLICE
DEPARTMENT FACILITY

THIS 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 ERICKSON-HALL CONSTRUCTION CO, a California corporation, hereinafter referred to as "CONSULTANT," and,

WHEREAS, CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of CITY; and

CITY desires to modernize the lower and main levels of the Police Department Facility located at 2000 Main Street, Huntington Beach (the "Project"); and,

Westberg + White, Inc. ("Architects") have prepared Schematic Designs for the PROJECT; and,

CITY has solicited and received a proposal from CONSULTANT, has reviewed the previous experience and evaluated the expertise of CONSULTANT, and desires to retain CONSULTANT to provide Phase I Program Management and Program Management at Risk Services for the Project ("Phase I Services"). Phase II is the construction of the modernized of the Huntington Beach Police Department Facility ("Phase II") and not a part of this Contract; and

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

CONSULTANT has been selected to perform said Phase I Services,

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

1. SCOPE OF SERVICES

CONSULTANT, through itself, architects, and subcontractors, shall provide all services necessary to successfully perform the Scope of Work. The Scope of Work is primarily described at the "Phase I Pre-Construction Services" of Exhibit A (attached and entitled "Request For Qualifications For Professional Program Management/ Program Management At Risk Services For The Huntington Beach Police Department Modernization Project"). Phase I Services also include CONSULTANT providing CITY a Guaranteed Maximum Price ("GMP") for the cost of construction of the Project.

The Scope of Work is further described at the following attached Exhibits:

- Exhibit B, attached and entitled "Huntington Beach Police Facility Renovation Project," as prepared by Architects.
- Exhibit C, attached and entitled "Conceptual Project Presentation of the Project," as prepared by Architects.
- Exhibit D, the Architectural Schematics for the Project as prepared by Architects. (For purposes of brevity, the Schematics are on file with the Department of Public Works of the City.)
- Exhibit E, attached. Exhibit E is excerpts from CONSULTANT's "Proposal to Provide Program Management | Program Management-at-Risk for the Huntington Beach Police Department Modernization Project." The excerpts include page 2 (identifying CONSULTANT's subcontractors), pages 52-54 highlighting the "critical issues that . . . are integral to ensuring a successful

project delivery;" and page 56 stating that CONSULTANT "takes no exceptions to the contract terms issued by the City of Huntington Beach."

- Exhibit F, attached, and entitled "Fee Detail," where the Scope of Work is described at pages 1-2.

At CITY's election, CONSULTANT may perform Phase II of the Project pursuant to a separate, negotiated Construction Manager at Risk ("CMAR") Contract, whereby the CONSULTANT ensures to CITY that it will deliver the Project within the GMP. The CMAR Contract will require that all phases of construction of the Project be let to the lowest responsible bidder after notice by publication in accordance with Section 614 of the Huntington Beach City Charter, which requires that every contract involving an expenditure for the construction or improvement of public buildings "shall be let to the lowest responsible bidder."

If CITY and CONSULTANT cannot negotiate a satisfactory CMAR Contract for Phase II, CITY may unilaterally terminate this Agreement, or limit CONSULTANT's Services during Phase II to Project management and administration.

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

2. CONSULTANT AND CITY STAFF ASSISTANCE

The Phase I Services will be an "open book" project whereby CITY may attend any and all meetings, and CITY or its designated auditors or accountants shall have access to any and all records of the CONSULTANT and its Team, or maintained by the CONSULTANT relating to the Project.

CONSULTANT accepts a relationship of trust and confidence between itself and CITY, to furnish its best skills and judgment to cooperate with CITY during its design of the Project,

and in all ways to further the interests of CITY and the Project. The CONSULTANT shall use its best efforts to see to it that the work of the Project is done in the best and most expeditious, economical manner consistent with the interests of CITY, and in strict conformity with the contract documents, including all reasonable implications of them.

CITY shall designate a Project Administrator to work directly with CONSULTANT in the performance of this Agreement.

3. TIME OF PERFORMANCE

Time is of the essence of this Agreement. CONSULTANT shall commence the Phase I Services upon receiving a Notice to Proceed from the CITY (the "Commencement Date"). CONSULTANT shall complete all Phase I Services by no later than six months from the issuance of the Notice to Proceed.

Notwithstanding the foregoing, CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT's reasonable control. However, in the case of any such delay in the services to be provided for the Project, CONSULTANT shall submit a request for extension of time for performance in writing to the CITY Project Administrator not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond CONSULTANT'S control.

This Agreement shall automatically terminate three years (3) years from the Commencement Date, unless extended or sooner terminated as provided herein.

4. COMPENSATION

CONSULTANT agrees that it shall perform all Phase I Services as described at Section 1 for an amount, including all costs and expenses, not to exceed One Million Four Hundred Sixty

Nine Thousand, Seven Hundred Forty One Dollars (\$1,469,741.00), provided that CITY, at its sole discretion, may expend an additional amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) for CONSULTANT's services. CITY shall pay CONSULTANT in both progress payments and on a time and materials basis as specified at **Exhibit "F,"** which is attached hereto and incorporated by reference.

CONSULTANT'S fees for Architectural and Engineering design, development and engineering services, including design and development of movable furniture, fixtures, or other equipment (collectively, "A&E") will be paid in monthly progress payments based upon the percentage of work completed towards the completion of the two phases of work. Phase One is Three Hundred Fifty Eight Thousand, Two Hundred Seventy Six Dollars (\$358,276.00) for completion of all Design Development Documents. Phase Two is Six Hundred Sixty Seven Thousand, Nine Hundred Sixty Five Dollars (\$667,695.00) for completion of all Construction Documents and issuance of building permits. No payments towards Phase Two will be made until Phase One is complete.

CONSULTANT's fees for Project Manager/Construction Manager Services ("PM/CM Services"), Reimbursable Expenses, and the Soils Management Plan shall be paid on a time and material basis, provided that the fees shall not exceed the maximum amounts specified at Exhibit F.

CONSULTANT shall comply with the following billing procedures:

- a. All billing shall be done monthly in fifteen (15) minute increments and mated to an appropriate breakdown of the time that was taken to perform that work and who performed it.

b. 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 Services.

c. 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.

CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoices shall:

- i. Reference this Agreement;
- ii. Describe the services performed;
- iii. Show the total amount of the payment due; and
- iv. 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.

d. Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress towards 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 Section 3 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.

e. 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 hour's 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 the Agreement.

5. EXTRA WORK

In the event CITY requires additional Services not included in Section 1 or changes in the Scope of Services described in Section 4, CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that 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 completion of services, whichever shall occur first. CITY may use these materials as it sees fit.

7. HOLD HARMLESS

CONSULTANT hereby agree to protect, defend, indemnify, save 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, demand and defense costs (including without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT'S (or CONSULTANT'S subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT'S counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

8. PROFESSIONAL AND GENERAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy providing architects and engineers professional liability insurance, and a general liability policy, both providing coverage in an amount not less than One Million Dollars (\$1,000,000) 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 Services 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, including architectural work.

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 the Agreement. Such termination shall not effect CONSULTANT'S right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

9. CERTIFICATES OF INSURANCE

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

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and

C. shall promise that such policies shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

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

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

10. INDEPENDENT CONTRACTOR

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

11. 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 Services 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 CITY's option, become its property and shall be delivered promptly to it by CONSULTANT.

12. DISPUTE RESOLUTION

A. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days, the non-defaulting party may terminate this Agreement by giving to the defaulting party written notice after the seventh (7th) calendar day. The non-defaulting party shall give additional time to cure if the defaulting party provides notice within seven (7) calendar days that additional time is reasonably required to cure the default, the defaulting party specifies the nature of the default, and diligently take steps to cure the default,

B. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, besides a default as set forth above, CITY and CONSULTANT agree to attempt to resolve such disputes by first through direct negotiations between the appropriate representatives of each party within ten (10) calendar days of being notified of the dispute.

C. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties within thirty (30) calendar days after the failure to resolve the dispute by direct negotiation.

D. All parties agree that CONSULTANT shall be required to submit a Tort Claim in conformance with the Tort Claims Act (Government Code Section 900 et seq.) and that this

Section does not alter the Tort Claims Act requirements or toll any time limitations or statute of limitations set forth in the Tort Claims Act.

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 8 and 9 above.

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

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

TO CITY:

City of Huntington Beach
ATTN: Todd Broussard
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Erickson-Hall Construction Co
ATTN: Nathan Complin
500 Corporate Drive
Escondido, CA 92029

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of

this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside

the scope of services contemplated hereunder. CONSULTANT understands that pursuant to Huntington Beach City Charter Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity

to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that the party has not executed this Agreement in reliance on any representation, inducement, promise, warranty, fact or circumstances not expressly set forth in this Agreement. The 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 thereof.

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.

ERICKSON-HALL CONSTRUCTION CO,
a California corporation

By: _____

Dave Erickson
Chief Executive

AND

By: _____

Michael F. Hall
Secretary

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

Erik Peterson,
Mayor

APPROVED AS TO FORM:

City Attorney

SFF
mw

RECEIVE AND FILE:

City Clerk

Date _____

Exhibit A



**REQUEST FOR QUALIFICATIONS
FOR**

**Professional Program Management/ Program Management at Risk Services for the
Huntington Beach Police Department Modernization Project**

**Public Works Department
CITY OF HUNTINGTON BEACH**

Released on November 15, 2018

I. EXECUTIVE SUMMARY / INTRODUCTION

The City of Huntington Beach, California (City) is soliciting a Request for Qualifications (RFQ) for selection of a Program Management firm for work related to the delivery of the Police Department Modernization (Project), in accordance with the terms, conditions, and requirements set forth in this RFQ.

Program Management professional services are being sought by the City for work in two phases: 1) Pre-Construction Services including design; and 2) Construction Services. Phase I will be a professional services contract on a not to exceed, time and material basis and Phase II will be a program management at risk contract.

The successful firm will provide all program management services and perform as an extension of the City's staff managing all aspects of the projects delivery from design to move in.

II. PROJECT DESCRIPTION

The current Police Department facility is a 1970's period concrete structure with three levels. The City desires to update the current facility to modern standards to include expanded internal functions, renovate failing utility systems (water, sewer, electrical, fire, and HVAC), remodel/reorganize current spaces, and improve floorplan efficiency. As a 24/7/365 facility, it is critical for the City to maintain security, safety, and key police operations such as the jail, EOC, and communications center.

The City's Architect, Westburg+White has completed schematic design. The majority of work proposed to date involves the lower (1st floor) and main (2nd floor) floors of the current structure. The current "all in" budget is projected at \$20 million. (See attached Attachment C, work program exhibits by Westburg+White). The successful proposer will be responsible for advancing the project from schematic design through construction and move in.

III. SCOPE OF SERVICES

The objective of this RFQ process is for the City to identify and select a Program Management (PM) firm to provide professional program management and architectural and engineering design services on a continuous and integrated basis during the design, construction, and occupancy phases of the Project as described in this RFQ. The work scope will be performed in two phases; pre-construction services and construction services. The successful firm will be retained on a time and materials, not to exceed basis to perform all of the services in Phase I of this scope. Phase II will be a negotiated program management at risk (PM@R) contract. At the completion of design development phase, the City will begin negotiations to establish a PM@R contract to deliver the project at a guaranteed maximum price (GMP). If a satisfactory contract cannot be negotiated, the City reserves the right to terminate the current contract at the close of Phase I services and negotiate a standard construction management contract for the construction of the project with the selected firm, other firms on the list that were identified in the City's selection process or revert to a standard bid/build type procurement. A summary of the anticipated services by the PM and its team shall include, but is not limited to, the following:

Phase I - Pre-Construction Services

Phase I involves all pre-construction design, project management and administration services, including design, design management and coordination services for the project from design development and the production of construction documents through the issuance of a building permit(s). The PM team shall include all necessary consultants to successfully manage and design the project including architectural and engineering (A&E) services, including all required specialty consultants such as structural, MEP, and civil engineering design as well as constructability, cost estimating, and scheduling specialists. The PM

and its team will perform, oversee, review and coordinate all design work on behalf of the City. Work scope in this phase includes:

- Prepare all necessary components of the design development package with special emphasis placed on the following activities:
 - Addressing functional needs for the Police Department Facility as defined in the City's project program (See Attachments)
 - Identifying and addressing the relocation and phasing issues connected to maintaining a 24/7 facility.
 - It is anticipated to relocate the existing dispatch center to the EOC to which minor modifications will be required.
 - It is expected to relocate the existing locker rooms to the existing Rogers Senior Center and temporary facilities be provided at that location.
 - Addressing the importance of design, drawing and specification all complying with applicable local and State codes and design standards.
- Upon City approval of the Design Development package, prepare all necessary final construction documents and bid packages including documents required for relocation of existing facilities.
- Coordinate the City's CEQA compliance and environmental approval process, and integrate into the project.
- Develop budgets and or cost estimates at each phase of the design process and recommend design modifications as necessary utilizing Value Engineering principles to seek to keep at or below the construction budget established for the Project. The PM shall provide a formal cost estimate at 100% design development for development of the GMP.
- Provide periodic design and constructability reviews including the review and analysis of material, building systems, and components for long term maintenance, life cycle cost analysis, and economy.
- Provide Police Services Operations logistic studies to ensure that key Police operations, safety and security are maintained with minimal disruption during construction. This study will include schedule and budget estimates to phase construction and utilize temporary facilities as required.
- Provide construction logistic studies including evaluating potential locations for construction trailers, layout area, material storage, construction staff parking and other required areas to facility construction within the Project site and identification of additional off-site locations if required.
- Develop and maintain overall Project schedules and manage the Project to ensure that timeframes for deliverables and processes are met.
- Provide a quality check on the final construction document and specifications.
- Manage furniture, fixture and equipment bidding/procurement and installation.
- Assure incorporation (and respond to) all Building Official and other permitting agency comments as appropriate, and facilitate the permitting process.
- Secure City issued building permits and all other jurisdictional permits required to construct the Project.
- Pre-qualify subcontractors and vendors in advance of the bidding process.

Phase II - Construction Services

Phase II includes comprehensive program management at risk services during construction and post-construction phases of the project including the installation of furnishings, fixtures, and equipment (FF&E) and coordination of move-in. The proposed PM@R contract will be divided into three components: Basic Services/General Conditions, Construction GMP; and Project Fees.

When the design documents prepared by the Architect are at a stage of completion at 100% Design Development, the completed design development documents shall be provided to the Program Manager (the "GMP Documents"). The Program Manager (PM) shall then submit to the City its proposed guaranteed maximum price (the "GMP Proposal") which shall include the PM's guaranteed completion date, critical path schedule, and the PM's qualifications and assumptions based upon the GMP Documents. The PM, City, and architect, along with selected consultants, shall meet to reconcile any questions, discrepancies or disagreements relating to the GMP Proposal and the GMP Documents. The reconciliation shall be documented by an addendum to the GMP Proposal that shall be approved in writing by the City and PM. The PM shall then submit to the City, for the City's approval, the PM's final GMP Proposal based upon the GMP Documents and the approved qualifications to the GMP Documents. Contingent upon the City's approval of the final GMP Proposal, the parties will enter into a PM@R contract. The final negotiated GMP shall not exceed the project budget for construction. If the proposed GMP exceeds such project budget or the City and PM cannot agree on a GMP, then the City may terminate the phase I contract Agreement and negotiate a standard construction management contract for the construction of the project with the selected firm. If negotiations for a standard construction management contract are not successful, the City reserves the right to take control of all deliverables and documents and negotiate with other firms on the list that were identified in the City's selection process.

The parties will engage in an "open book" process in which the City and the PM's team will review bids for trade work, the costs proposed for general conditions/overhead of the PM, and the fee of the PM. The City shall have access to all books, records, documents and other data in the PM's possession related to itself, its subcontractors and material suppliers pertaining to bidding, pricing or performance of the agreement.

The PM shall construct the project pursuant to the construction documents and in accordance with the City's schedule requirements. Selection of the pre-qualified subcontractors shall be based on competitive bidding per City requirements. The PM shall be assigned all subcontracts and shall be fully responsible for the means and methods of construction, project safety, project completion within the schedule agreed upon in the pre-construction phase, equal employment, prevailing wage requirements, and submitting monthly reports of these activities to the City.

The GMP shall be broken down into the three components as follows:

Basic Services/General Conditions

Basic services shall include the fixed costs of the necessary personnel to staff the project (including superintendent, project managers, inspection, design team support and miscellaneous support staff) and construction field office (including construction trailers, office supplies/equipment, portable restrooms, copiers, computers, telephone and data, and other equipment as needed) The work scope in Basic Services includes:

- Managing the public bidding of the various trade packages and award process in full compliance with the Calif. Public Contract Code.
- Providing full and complete construction administration, coordination and construction observation services during construction, including but not limited to the following:
 - ❖ Onsite administration and management
 - ❖ Coordination of the PM design team and consultants under direct contract to the City such as material testing/special inspection.
 - ❖ Project and construction cost management
 - ❖ Quality assurance, inspection, and quality control.
 - ❖ Coordinate with the City's Building Inspectors
 - ❖ Dispute resolution.

- ❖ Submittal coordination.
- ❖ Management and processing of Requests for Information (RFI).
- ❖ Change order review and negotiations.
- ❖ Manage construction materials testing, and specialty inspection services.
- ❖ Provide schedule analysis and continuous updates.
- ❖ Manage project close-out, including assuring the A&E team provides complete record (As-Built) drawings and operational testing of all building systems.
- ❖ Construction punch-list management and completion.
- ❖ Manage substantial and final completion processes, and project acceptance.
- ❖ Compile program warranties.
- ❖ Deliver operations and maintenance manuals.
- ❖ Coordinate the installation of FF&E and move in activities
- ❖ Manage final payment and contract closeout for all consultants and contractors under direct contract with the City.
- ❖ Coordinate warranty work for a period of up to one year

Construction

The second component of the proposed contract will be the cost of construction. After the completion of 100% design development plans and before the completion of construction documents, the PM shall provide a GMP based upon the 100% DD estimate as discussed above. The PM shall identify costs by trade, allowances, and any work to be self-performed.

The construction costs shall include direct expenses such as bond premiums, liability insurance, Builder's Risk Insurance, and other construction expenses necessary to deliver the project.

The PM shall coordinate the design team and prepare the various bid packages (including FF&E) and the City will publicly bid the work to be performed by the pre-qualified sub-contractors. The City Clerk shall oversee the opening of the bids; the PM shall review bids and confirm responsiveness; and the City Council will award the contracts and assign them to the PM. The PM shall be responsible for any gaps and allowances to complete the work.

Management Fee

The third component of the proposed contract will be the management fee which will be in the form of a percentage of total construction cost. The management fee represents markup, overhead, and profit for the PM.

IV. AGENCY RELATIONSHIP AND DUTY

The PM shall serve as surrogate City staff. The Project will be an "open book" project whereby the City may attend any and all meetings, and the City or its designated auditors or accountants shall have access to any and all records of the PM and its Team, or maintained by the PM relating to the Project.

The PM accepts a relationship of trust and confidence between itself and the City, to furnish its best skills and best judgment to cooperate with the City during its design of the Project, to act as the City's Agent assisting in opening bids in accordance with the California Public Contract Code, and in all ways to further the interests of the City and the Project. The PM shall use its best efforts to see to it that the work of the Project is done in the best and most expeditious, economical manner consistent with the interests of the City, and in strict conformity with the contract documents, including all reasonable implications of them.

V. FIXED-FEE PROFESSIONAL SERVICES

Because the PM will only be providing professional services for the benefit of the City, based on a phase by phase not-to-exceed fixed fee for such services, this procurement will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 to 4529.5, which requires that firms qualified to provide such services be selected on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fees and, thereafter, who will negotiate a contract with the City for those services at a fair and reasonable fee. The City will pay the PM on a time and materials basis with a Fixed, Not-to-Exceed Professional Services Fee for each phase of the Project. Such fee shall include all costs associated with the PM and its team providing all services through the completion of the project.

The PM will be authorized to proceed with each phase of the work generally outlined above on a phase by phase basis. Prior to the beginning of Phase II, with the goal of determining the most economically and efficient way to proceed with the construction of the Project addressing Project budget, schedule and control, the City and the PM will determine whether the construction of the Project shall be contracted under a Program Management at Risk or General Contractor contract. The PM agreement will therefore be augmented or adjusted accordingly to incorporate the agreed upon method of construction.

VI. QUESTIONS REGARDING THIS RFQ

All questions pertaining to this RFQ must be submitted via Planetbids by December 10, 2018 @4pm

VII. SCHEDULE

The entire period for provision of the PM services described in this RFQ will commence upon execution of the Professional Services Agreement by all parties and will be completed pursuant to the Project Schedule developed jointly by the City and PM (project schedule included as Attachment A). The preliminary procurement schedule is;

Release of RFQ	11-15-2018
Deadline for Written Questions	12-10-2018
Responses to Questions Posted on the City's Website	12-13-2018
Proposal due	12-19-2018
Proposal Evaluation Completed	01-10-2019
Interviews of Shortlisted Firms (tentative)	01-17-2019
Award of Contract	02-04-2019
Start of Services	02-21-2019

VIII. SUBMISSION OF QUALIFICATIONS

a. Submission of Qualifications Packages

Complete written qualification package must be submitted electronically in PDF file format via the Planetbids.com website no later than **4:00 p.m. (P.S.T) on December 19, 2018**. In addition to submitting (1) electronic PDF copy, consultant shall submit (5) hard copies to the City no later than **4 PM on December 19, 2018**. Qualifications packages will not be accepted after this deadline. Faxed or e-mailed submissions will not be accepted. Qualification packages shall be mailed directly to:

Cathleen Serrano
City of Huntington Beach, Fiscal Services Division
2000 Main Street, Huntington Beach, CA 92648
ATTN: Police Department Modernization Program Management

b. Content and Format

The City requests that RFQ packages submitted be organized and presented in a neat and logical format and are relevant to these services. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

IX. RFQ CONTENT AND FORMAT

The City asks that interested firms submit their firm's standard qualifications package that shall include:

Firm Organization, Credentials, & Background - include a brief profile of your firm and any team member's firm. Identify the project team that will be working on the City's Project, including organizational chart and lines of authority and area of responsibility.

Experience - Consultant's experience with at least three recent public agency projects of similar scope and delivery method, including references with contact person and telephone number, and participation of staff being proposed on this project. Past experience working as a team on Police Department facilities and the logistics of phasing and temporary facilities is desirable. Provide evidence that the proposing firm and its personnel and team members have expertise and experience in management of architecture and related engineering services, program mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of all design and construction components of the project. Provide a demonstrated history for the proposed team of working together and cooperation amongst team members. Identify the proposed key team members (and their respective firms), and provide their qualifications, including individual experience with similar projects and number of years with the firm. Provide resumes of each team member.

Project Understanding of Scope/Project Delivery - Detail the consultants understanding of the proposed scope with attention to critical factors and key issues along with the consultant team's understanding of the program manager at risk project delivery.

Program Management Approach - Describe your program management philosophy and approach to the PM with emphasis on how this will meet the City's needs. Including the following areas:

- State the PM's approach and intended scope of work and related professional services to assure the timely and cost effective completion of the project.
- Describe how you will develop, maintain, and update the project schedule during the pre-construction phase and the construction phase.

- Discuss your approach to managing project design services, coordinating the work of the PM's A/E team, and communicating with City staff.
- Describe your approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary.
- Describe your quality control and assurance program. Explain methods and practices used to ensure quality control during the construction phase of the project.
- Describe your methodology for generating bidder interest, advertising, and pre-qualifying subcontractors for the project delivery process.
- Describe any unique qualifications as they pertain to this particular project.

Agreement to City Contract Terms and Ability to Obtain Insurance

- Affirm your firm's ability to execute the City's standard Professional Services Agreement (PSA) for project (see Attachment E to this RFQ). The consultant shall carefully review the agreement, especially the indemnity and insurance provisions, and include with the proposal submittal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal submittal. Please note that the City will be very reluctant to make changes as we feel that the City's current PSA represents a balanced and fair approach that has been acceptable to the engineering and construction management industry.
- Provide specific assurance regarding the Firm's ability to secure insurance that meets the City requirements.

X. SELECTION PROCESS

This RFQ provides the information necessary to prepare and submit qualifications for consideration and ranking by the City. A staff selection panel will evaluate and rank the submitted proposals in the order in which they provide the "best value" based on the selection criteria.

Based on the submittals received, the City's Selection Committee may then select up to three (3) of the top ranked respondents to interview regarding qualification for this Project. On the basis of the qualifications, references, interviews, and using the selection criteria listed here, the Committee will make a recommendation identifying the most qualified firm. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents of information submitted by the firm responding to this RFQ. If the firm responding to this RFQ is selected as one of the finalist in the screening process, the City also reserves the right to request financial information from the firm. Any financial information requested will be held in strictest of confidence and used only in evaluating the financial strength of the submitting organization.

The City staff will meet with the successful firm and negotiate the final form of the contract. If good faith negotiations with the selected firm are unsuccessful, the City will terminate such negotiations and undertake new negotiations with another finalist, or finalists, if any. The City reserves the right to reject any or all proposals, at its sole discretion. The authorization for contract award to the PM firm for this Project will be upon approval by the City of Huntington Beach City Council.

XI. SELECTION CRITERIA

Selection of the most qualified PM firm will be based on the submitted Proposal and, if conducted, interviews. All Proposal packages will be evaluated against the criteria listed below:

Program Management Capabilities.....	25%
Demonstrates a comprehensive understanding of the Project and knowledge of work required, good description of PM philosophy and processes, record of ability to successfully complete projects of similar scope without major legal or technical problems, demonstrated ability to accommodate the addition of this Project within its work schedule.	
Qualifications and Technical Capabilities.....	25%
Background of key staff and Team members assigned to this Project, organizational capability, demonstrated ability to manage project costs and meet project budgets and schedules, sensitive approach to public and regulatory concerns, discussion of quality controls, clear organization chart.	
Previous Experience.....	25%
Provided evidence of expertise and previous experience in providing PM services, specifically with public sector projects and demonstrated qualifications. Provided relevant public sector references.	
Cost Control/Financial-	25%
Understanding of fiduciary responsibility, demonstrated effective cost control methods, demonstrated financial capability, bonding capacity, and ability to meet City's insurance requirements, acceptance of City's standard PSA.	

XII. GENERAL INFORMATION

City's Reservation of Rights: The City may evaluate the proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or reject any and all proposals and temporarily or permanently abandon the Project. City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to the RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

Acceptance of Evaluation Methodology: By submitting its proposal in response to this RFQ, respondent accepts the City's Quality Based Selection criteria and evaluation process and acknowledges and accepts that determination that the process will require subjective judgments by the City.

No Reimbursement for Costs: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ process shall be at the sole risk and responsibility of the respondent.

Waiver of Claims: Each respondent, in submitting a proposal, is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of its proposal.

XIII. ATTACHMENTS

- A. Tentative Project Schedule
- B. Scope of Services Summary
- C. Conceptual Project Presentation by Westburg+White
- D. Schematic Design Documents by Westburg+White
- E. City of Huntington Beach DRAFT Professional Services Agreement (Phase 1 only)

Exhibit B



HUNTINGTON BEACH POLICE FACILITY RENOVATION PROJECT

GOAL:

Renovation of this 1960's period concrete 3 level police facility structure to allow for needed expansion of some internal functions, renovation of failing old utility systems, i.e. sewer, water, electrical, fire alarm, and HVAC systems. The building has been experiencing failing sewer and water lines, causing internal leaks, impacts to safety and operation consistency. In addition the current building's water heating and HVAC systems are linked to both the City Hall and Police separate building structures. This has caused inefficient function within the Police facility which is a 24/7 need while City Hall has a shorter functional daily duration. Therefore, at times on recycle air is provided in the Communication call center and Locker rooms during off hours from the City Hall operation. Similarly, a lack of sufficient hot water is available at the Police facility showers during these periods.

OBJECTIVES:

- Separation of HVAC and Hot Water systems between the two buildings for more independent functionality
- Replacement of existing failing utility systems and parts
- Keep connected functions/components, i.e. Jail, City Hall, Upper Level functions, operating during construction with minimal impacts
- Provide adequate expansion space for Men's Locker Room/Rest Room, Communication Center, Exercise Room
- Relocate and expand Women's Locker Room/Rest Room and Communication Supervisor Office to Lower Level with direct access to Exercise Room
- Relocation of some Lower Level Functions to other areas of the building and site due to expanded Lower Level spaces.

IMPACTS:

- Effects on Functionality of Operations within the Police Facility during renovation
- Required Temporary Housing facilities for impacted functions
- Temporary facilities for the Communications Center with minimal cost for infrastructure adjustments during construction period
- Security of Segments of Police operations staying in function during relocation period, i.e. Jail, Communications Center (occupying existing EOC on Lower Level)
- Police Vehicle secured storage requirements during renovation
- Reconstruction impacts to portions of Main Level recent renovation due to modifications to HVAC system configuration requiring renovation
- New exterior attached and detached facility construction to accommodate expansion needs



SCOPE OF WORK

This project includes renovation to portions of the Lower Level (Basement) and Main Level of the existing City of Huntington Beach Police Facility. Renovation of Lower Level functions to make room for expansion of some and relocation of others from the Main Level to this Level. Included are expansion of the Men's Locker and restroom facilities, expansion of the Exercise room and Communications Center. This also included relocation and expansion of the Main Level Women's Locker/Restroom to the Lower Level. To make room for these and other Lower Level renovations, required relocation of the Training Department Offices and Armory to the Main Level Breezeway as a new enclosure of an existing outdoor covered space, and creation of a new separate support Armory facility behind the West side of the building. Additional building expansion was incorporated at the Lower Level to accommodate new components for the Communications Center. Another significant portion of the project scope included HVAC system separation from the common system supporting both the Police and City Hall facilities, to allow a more functional 24/7 operating system to support the Police while the City Hall functions on a lesser functional period per day. All Utilities are being upgraded to deal with failing sewer, water, and electrical systems.

Exhibit C



Image from meyer-allen.com



CITY OF HUNTINGTON BEACH POLICE DEPARTMENT RENOVATION



Image from www.california.com

GENERAL BUILDING ISSUES

- 1 1971 MECHANICAL SYSTEM NON-FUNCTIONAL AND OUT OF DATE -- REQUIRES MAJOR REPLACEMENT**
 - HVAC SYSTEM CONNECTIVITY TO CITY HALL CREATES PERIODS OF NON-FUNCTIONAL AIR FLOW TO POLICE BUILDING DURING HOURS OF NON-OPERATION OF CITY HALL WHILE POLICE FACILITY IS 24/7 OPERATION
- 2 MECHANICAL SYSTEMS ARE INTERCONNECTED -- MUST BE UPGRADED ALL AT ONE TIME**
 - LOWER AND MAIN LEVELS ARE SERVED BY THE SAME HVAC EQUIPMENT – ANY CHANGE TO THE EQUIPMENT WILL REQUIRE RECONFIGURING OF BOTH FLOOR EQUIPMENT CONFIGURATIONS TO MEET CURRENT CODE
- 3 1971 HOT WATER SYSTEM INCONSISTENT/LACKING FLOW -- REQUIRES MAJOR REPLACEMENT**
 - HOT WATER SUPPLY CONNECTIVITY TO CITY HALL PROVIDES INCONSISTENT WATER SUPPLY TO POLICE FACILITY WHERE SHOWERS ARE SOMETIME LACKING HOT WATER FLOW
- 4 SEWER SYSTEM BACKFLOW ISSUES -- REQUIRES MAJOR REPLACEMENT**
 - EXISTING SEWER IS EXPERIENCING BACKFLOW ISSUES DUE TO POOR CONDITION OF EXISTING OLD LINE – REQUIRES MAJOR UNDERGROUND AND ABOVE GROUND REPLACEMENT
- 5 RESTROOMS AND LOCKER ROOMS NOT ADA COMPLIANT -- REQUIRE EXPANSION AND RENOVATION**
 - ALL RESTROOMS AND LOCKER ROOMS, EXCEPT FOR THE PUBLIC LOBBY RESTROOM, DO NOT MEET ADA COMPLIANCE REQUIREMENTS - REQUIRE RENOVATION TO MEET CURRENT BUILDING CODE
- 6 LOCKER COUNT BASED ON 1971 OFFICER NUMBERS -- REQUIRES EXPANSION AND RENOVATION**
 - LOCKER ROOMS TOO SMALL FOR CURRENT OFFICER/CIVILIAN COUNT - REQUIRE EXPANSION AND ADA ACCESSIBILITY UPGRADES
 - MENS AND WOMENS LOCKER ROOMS ARE SEPARATED BY ONE FLOOR, WOMEN'S FACILITIES ARE UNACCEPTABLE AND DISCONNECTED FROM MOST OFFICER PROGRAMS
- 7 ADDITIONAL BICYCLE AND SWAT VEHICLE LOADING SPACE NEEDED**
 - BICYCLE EXTERIOR STORAGE IS IN NEED OF EXPANDED SECURE AREA
 - SWAT VEHICLE LOADING IS IN NEED OF A CONVENIENT LOCATION WITH ACCESS TO THE BUILDING WITHOUT BLOCKING THE MAIN OFFICER ENTRANCE
- 8 NO SHARED MEETING SPACE FOR COMMUNITY / CITY / POLICE**
 - SHARED MEETING SPACE FOR COMMUNITY, CITY AND POLICE WITH CONTROLLED ACCESS IS NEEDED



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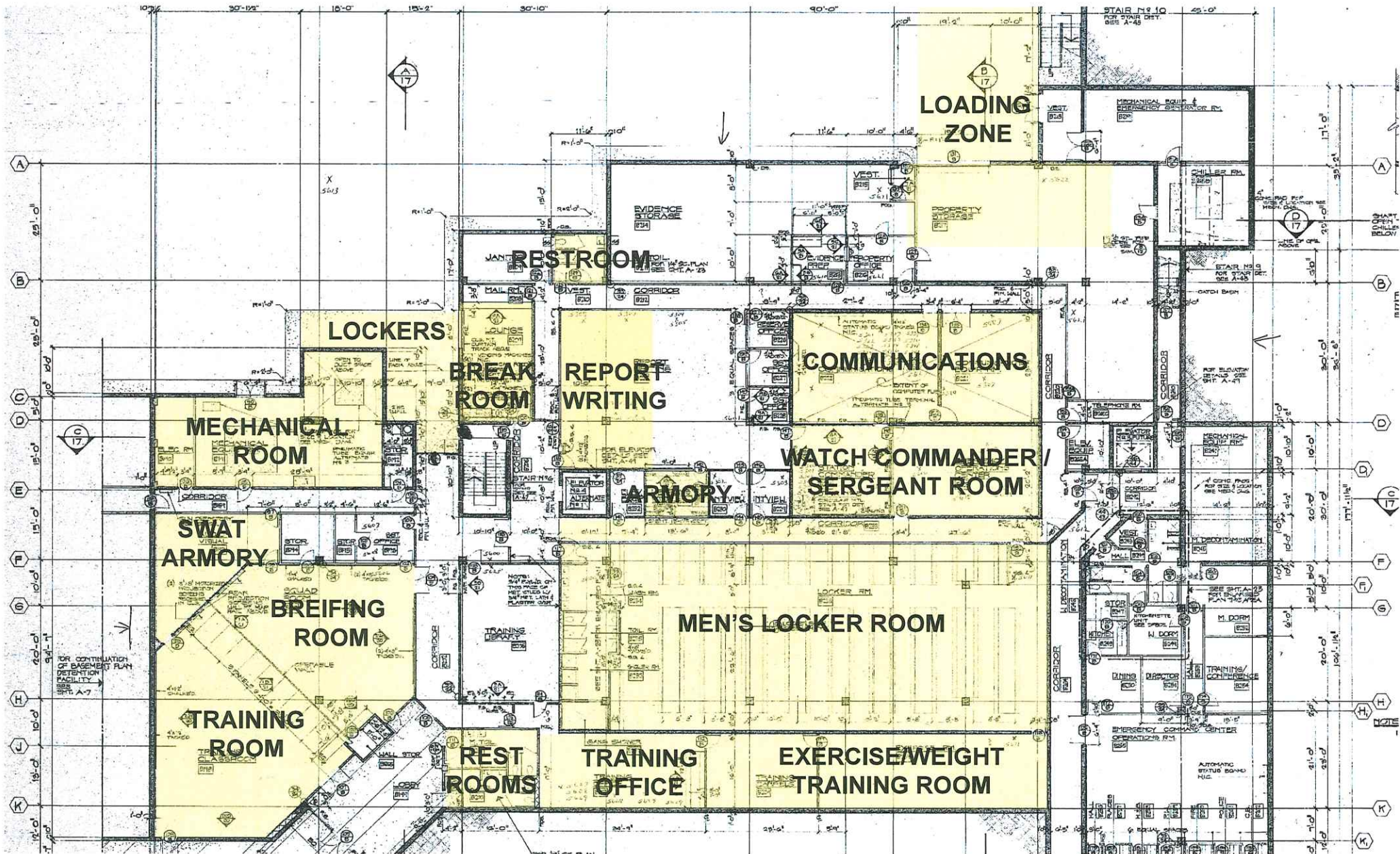
LOWER LEVEL EXISTING CONDITIONS



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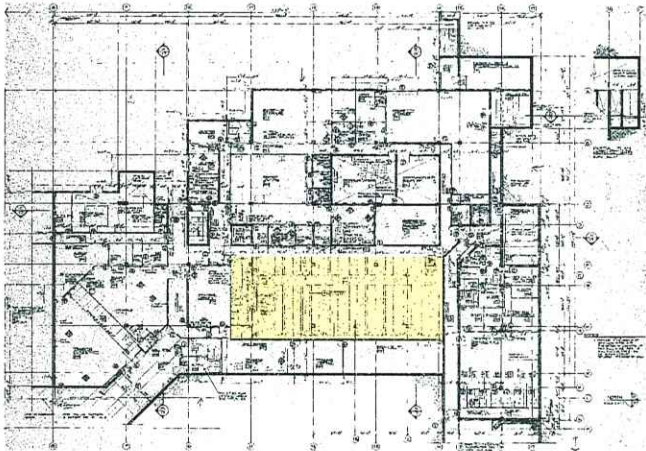
EXISTING LOWER LEVEL PROBLEM AREAS



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MEN'S LOCKER ROOM AND RESTROOM ISSUES

- REPLACE DAMAGED PLASTER CEILING DUE TO WATER LEAKAGE
- INSUFFICIENT HVAC AIR FLOW
- INSUFFICIENT LOCKER COUNT
- NO ADA COMPLIANT LOCKER
- NON -ADA ACCESS COMPLIANCE AT RESTROOMS
- NO OFF-DUTY SLEEP/REST AREA



EXISTING LOCATION - LOWER LEVEL



SMALL, CROWDED LOCKER ROOM WITH POOR VENTILATION



NON-ADA ACCESSIBLE



WATER LEAKAGE / FAILING SYSTEMS

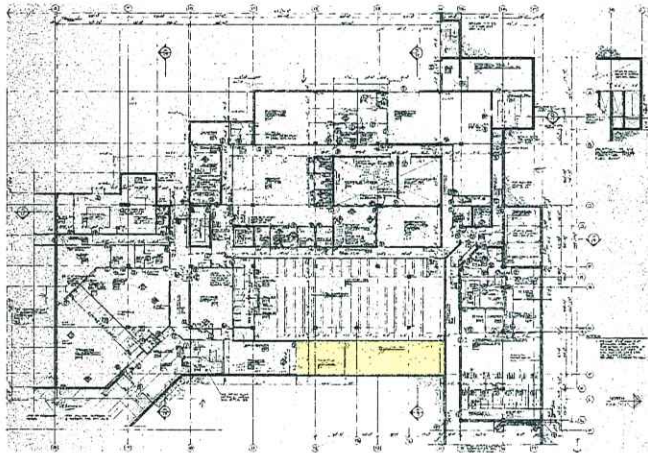


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EXERCISE/WEIGHT TRAINING ROOM ISSUES

- ROOM SIZE IS TOO CONGESTED TO SUPPORT EXPANDED NUMBER OF OFFICER AND CIVILIAN PUBLIC USE
- HVAC AIR SUPPLY IS UNDERSIZED TO SERVE VOLUME OF PARTICIPANTS USING ROOM



EXISTING LOCATION - LOWER LEVEL



SMALL, CROWDED LOCKER ROOM WITH POOR VENTILATION



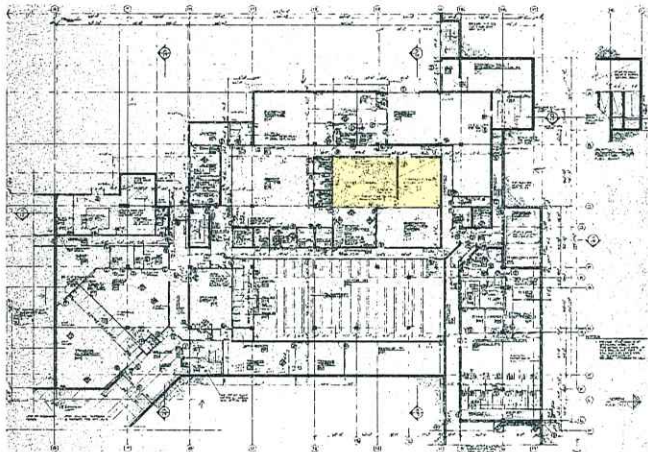
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COMMUNICATIONS ROOM ISSUES

- SPACE CONSTRAINT FOR 8 STATIONS PLUS 2 IN A SEPARATE ROOM, NEED IS FOR 12 STATIONS
- SUPPORT EQUIPMENT ROOM IS INEFFICIENT LAYOUT
- ATMOSPHERE IS DARK AND NON-STIMULATING
- LACK OF SUPPORT BREAK FACILITIES TO REDUCE STRESS
- SEPARATION OF SUPERVISOR AND STAFF WITH SUPERVISOR ON SEPARATE FLOOR
- ALARM OFFICE NEEDS TO BE INCLUDED IN LAYOUT VERSUS SEPARATE



SUPPORT EQUIPMENT ROOM IS INEFFICIENT



EXISTING LOCATION - LOWER LEVEL



COMMUNICATIONS ROOM TOO SMALL, NON-STIMULATING, NON-IDEAL LAYOUT



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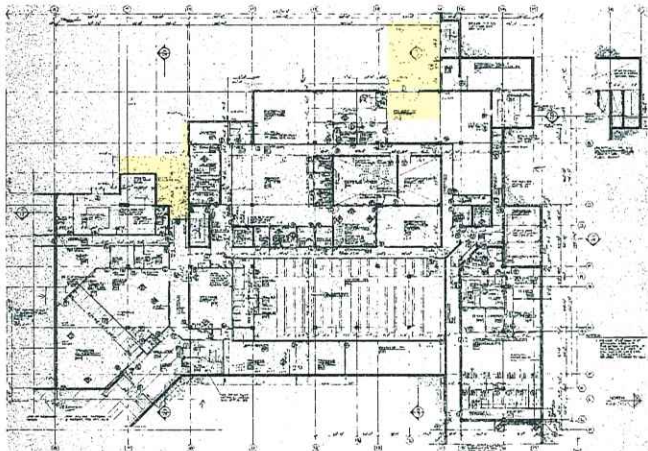
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SWAT EQUIPMENT AND LOCKERS

- CREATES LOTS OF CONGESTION AT MAIN OFFICER ENTRY
- LOCKERS STORED EXTERIOR TO ENTRANCE IN NEED OF REPLACEMENT
- SWAT STORAGE – LACK OF SPACE AVAILABLE IN BASEMENT FOR NEEDS
- NO EFFECTIVE PLACE FOR EQUIPMENT CLEANING
- CURRENT LOADING ZONE IS TOO CONGESTED AND DOES NOT FUNCTION PROPERLY



EXISTING EQUIPMENT LOCATION NOT IDEAL



EXISTING LOCATION - LOWER LEVEL



CURRENT LOADING AREA IS TOO CONGESTED

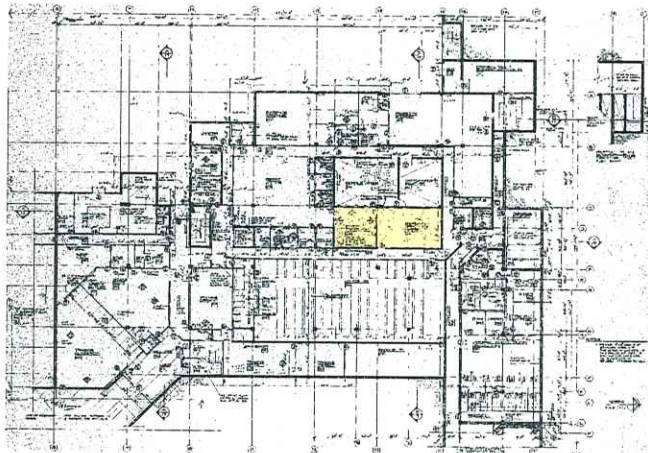


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SERGEANT/WATCH COMMANDER ROOM ISSUES

- POOR VISUAL OVERVIEW AND ACCESS FROM MAIN CIRCULATION FOR OFFICER/MANAGER INTERFACE AND MONITORING
- NARROW ACCESS CORRIDOR TO BRIEFING ROOM AND OTHER OFFICER FUNCTIONS



EXISTING LOCATION - LOWER LEVEL



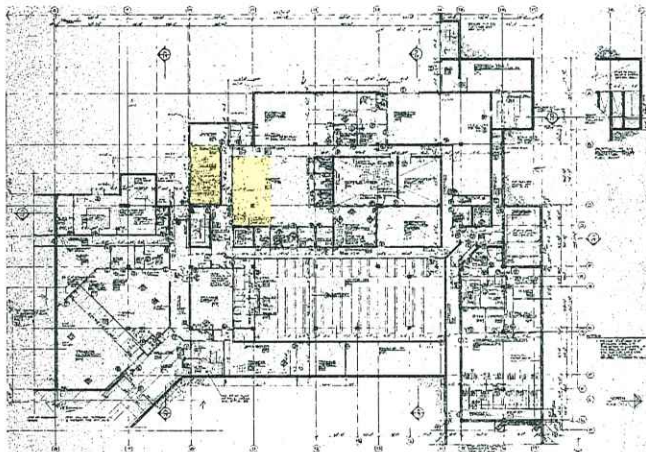
SERGEANT/WATCH COMMANDER ROOM LAYOUT NOT IDEAL



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REPORT WRITING/BREAK ROOM ISSUES

- BETTER BREAK ROOM FACILITY REQUIRED
- SOME SEPARATION OF REPORT WRITING AND BREAK ROOM ACTIVITY, LIKE EATING, TO AVOID CONTAMINATION OF EVIDENCE, ETC. NEEDS TO BE CREATED
- CONECTIVITY BETWEEN SPACES HELPS CREATE COMMORADERY BETWEEN STAFF, BUT WITH BEST PRACTICES APPLIED TO REDUCE CONTAMNATION
- EASE OF ACCESS FOR OFFICERS REQUIRED WITH VISUAL EXPOSURE TO SEARGENTS ROOM



EXISTING LOCATION - LOWER LEVEL



REPORT WRITING ROOM LOCATION/ LAYOUT NOT IDEAL



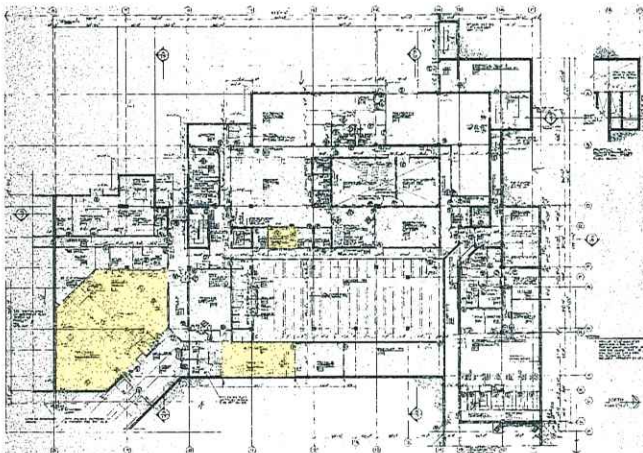
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ARMORY ISSUES

- BETTER DIRECT OFFICER ACCESS
COMING AND GOING IS NEEDED TO REDUCE
CONGESTION IN CORRIDOR

BREIFING AND TRAINING ROOM ISSUES

- TRAINGULAR CONFIGURATION CREATES
INEFFICIENT USE OF SPACE IN BOTH
TRAINING AND BRIEFING ROOMS



EXISTING LOCATION - LOWER LEVEL

TRAINING OFFICE ISSUES

- NEED FOR EXPANSION OF MEN AND
WOMEN LOCKER ROOMS, EXERCISE/WEIGHT
TRAINING ROOM, AND COMMUNICATIONS
ROOM
- THEREFORE, NOT ENOUGH SPACE IN
THE BASEMENT TO ACCOMMODATE THIS
FUNCTION.



BREIFING/TRAINING ROOM LAYOUT IS INEFFICIENT WITH WASTED SPACE



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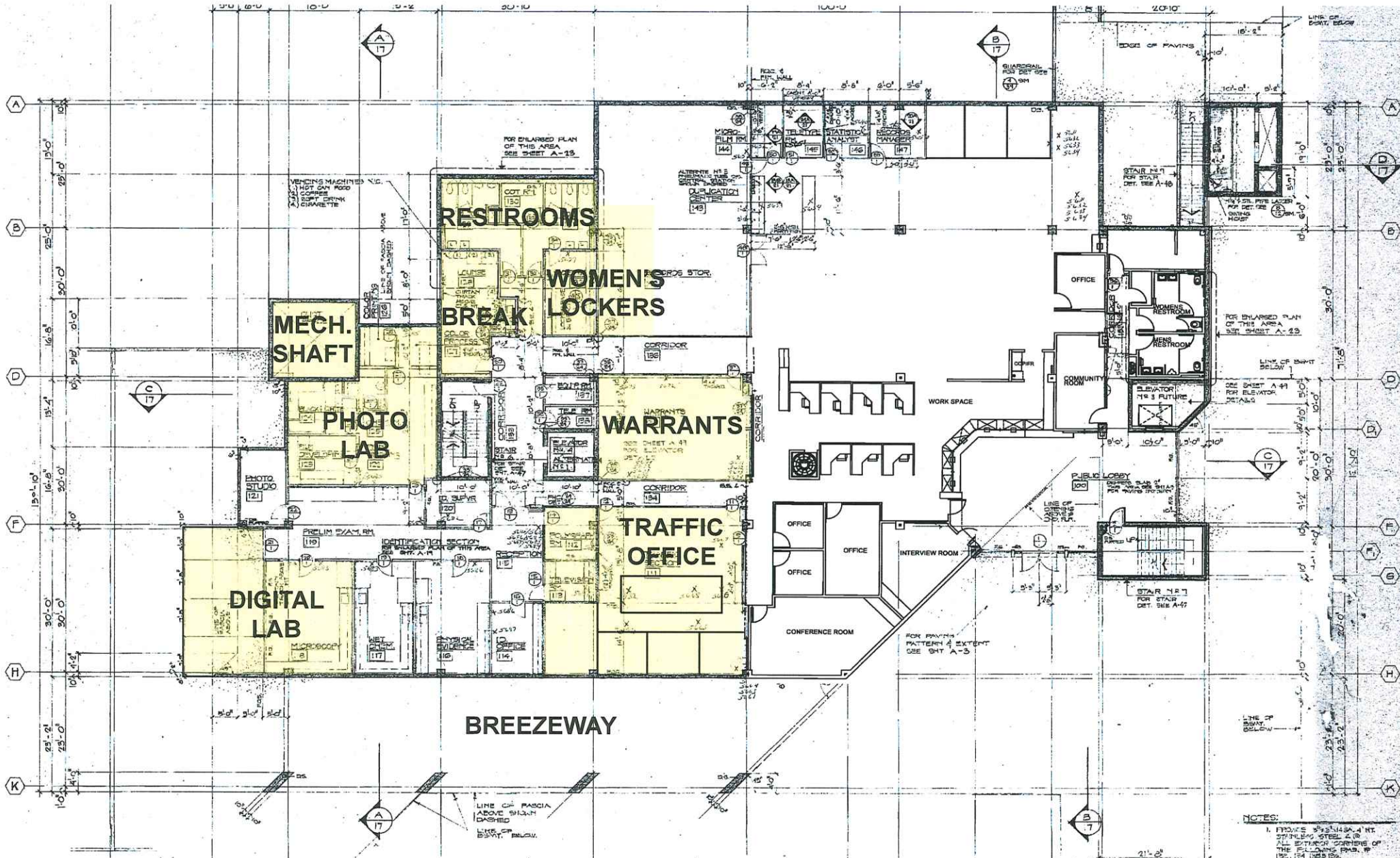
MAIN LEVEL EXISTING CONDITIONS



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EXISTING MAIN LEVEL PROBLEM AREAS

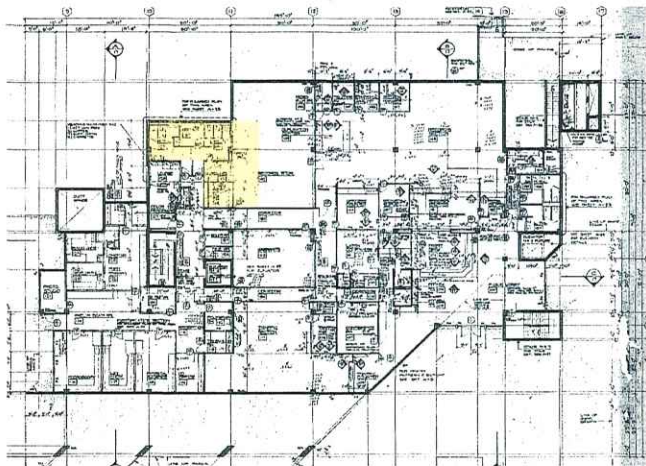


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WOMEN'S LOCKER ROOM AND RESTROOM ISSUES

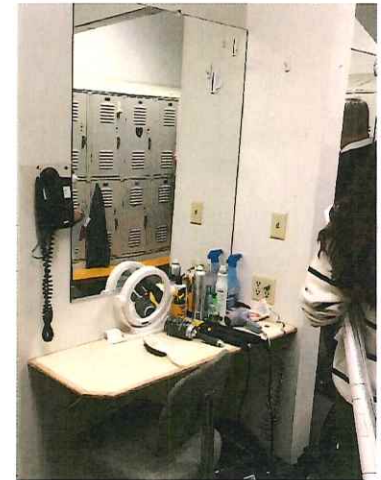
- NON-ADA ACCESS COMPLIANT
- INSUFFICIENT VANITY MAKE-UP AREA
- SINGLE NON-ADA ACCESS COMPLIANT SHOWER
- INSUFFICIENT LOCKER COUNT
- NO ADA COMPLIANT LOCKER
- DIVISION OF FACILITY INTO 2 LOCATIONS DUE TO SPACE CONSTRAINT
- INSUFFICIENT HOT WATER
- ACCESS TO WEIGHT/EXERCISE ROOM SEPARATED BY 1 FLOOR
- NO OFF-DUTY SLEEP/REST AREA



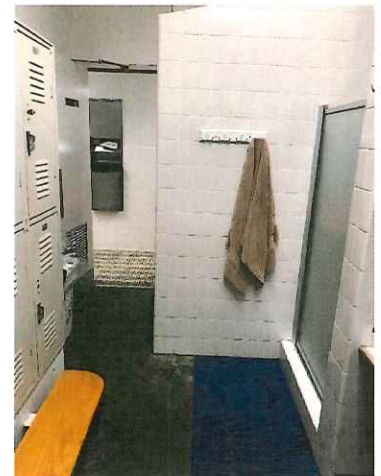
EXISTING LOCATION - MAIN LEVEL



SMALL, CROWDED, NON-ADA COMPLIANT LOCKER ROOM



SMALL MAKE-UP AREA



SINGLE SHOWER, NON-ADA PATH



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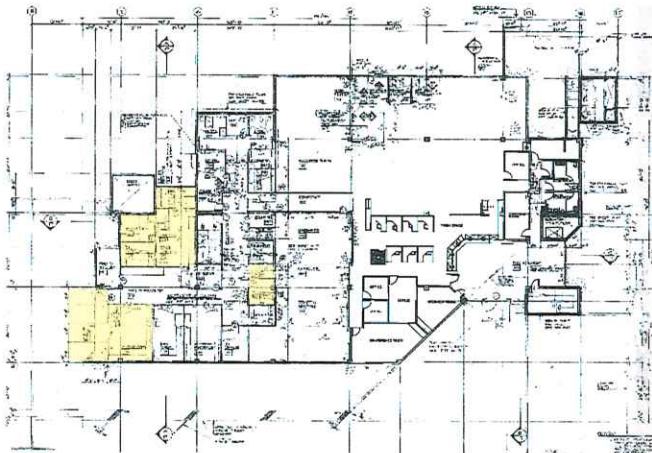
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LABORATORY AREA ISSUES

- CHEMICAL STORAGE COULD BE REDUCED IN SIZE, NO LONGER USED VENT HOOD OCCUPYING SPACE
- FINGERPRINTING ROOM – EXCESS SPACE
- PHOTO PRINT FINISHING AREA – EXCESS SPACE OCCUPIED BY CASEWORK THAT COULD BE REDUCED, LOTS OF MEMORABELIA
- COLOR LAB & CHEMICAL ROOM NO LONGER USED, CURRENTLY PARTIALLY USED AS STORAGE
- DIGITAL LAB – EXCESS AREA COULD BE REDUCED AND RECONFIGURED FOR MORE EFFICIENT USE



EXISTING PHOTO PRINT FINISHING OVERSIZED AND INEFFICIENT



EXISTING LOCATION - MAIN LEVEL



EXISTING LAB SPACE OVERSIZED AND INEFFICIENT



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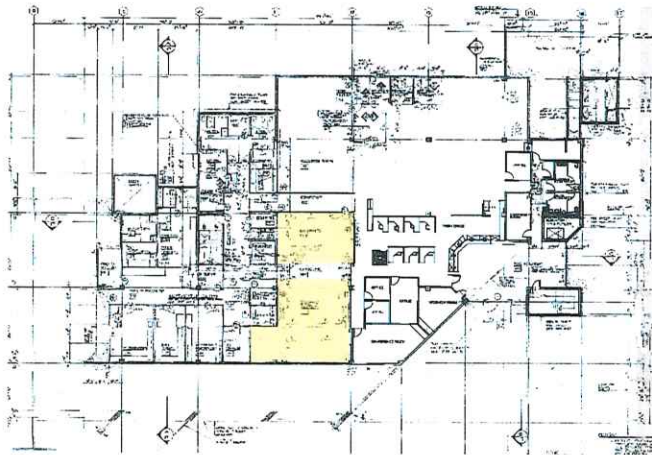
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TRAFFIC OFFICE ISSUES

- MORE OPEN OFFICE AREA NEEDED TO ACCOMMODATE MORE OFFICERS
- EXISTING DEMOUNTABLE WALL OFFICES (2) NOT OCCUPIED, BEING USED AS STORAGE

WARRANTS AREA ISSUES

- REQUIRES RECONFIGURING TO ACCOMMODATE 2-3 ADDITIONAL OFFICES, A SOFT INTERVIEW ROOM AND COMPUTER TRAINING ROOM FOR 10



EXISTING LOCATION - MAIN LEVEL



CROWDED OFFICE WORKSPACE AND MEETING AREA



MODULAR AREAS BEING USED FOR STORAGE



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ADDITIONAL MAIN FLOOR ISSUES

- 1 RECORDS STORAGE IMPACTED BY OTHER PROGRAMS**
 - IMPACTED CONFIGURATION DUE TO REMOVAL OF EXISTING WOMEN LOCKER ROOM, COMMUNICATION MGR. OFFICE AND LT. OFFICE
- 2 STAFF LOUNGE IMPACTED BY OTHER PROGRAMS**
 - IMPACTED CONFIGURATION DUE TO NECESSARY RELOCATION AND RENOVATION OF EXISTING STAFF RESTROOMS TO SATISFY ADA COMPLIANCE
- 3 NEW HVAC ROOM REQUIRED FOR NEEDED MECHANICAL UPGRADES**
 - REQUIRED CONVERSION OF EXISTING COLOR PRINTING ROOM AND PART OF PRINT FINISHING ROOM TO CREATE A NEW MECHANICAL ROOM TO HOUSE NEW EQUIPMENT TO SUPPORT THE MAIN LEVEL AIR SUPPLY REPLACEMENT



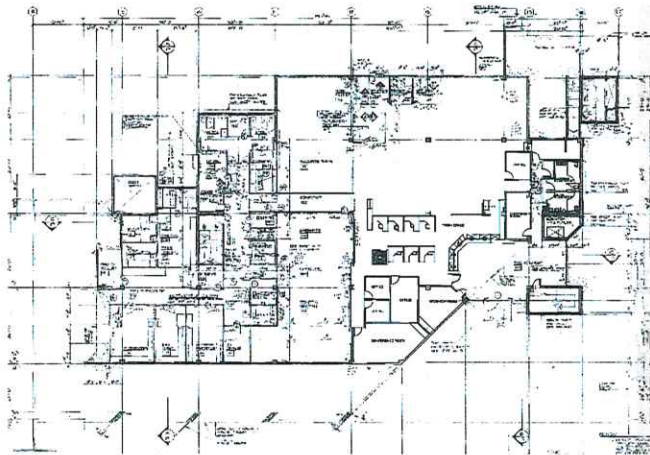
MECHANICAL SYSTEM REPLACEMENT NECESSARY FOR ENTIRE MAIN LEVEL DUE TO SYSTEMS INTERCONNECTIVITY



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BREEZEWAY OPPORTUNITY

- ALTERNATE LOCATION FOR DISPLACED LOWER LEVEL COMPONENTS, TRAINING OFFICES AND SHARED MEETING SPACE
- EXISTING LESS COST EXPENSE EXPANSION SPACE UNDER EXISTING SHELTERED BUILDING AREA



EXISTING LOCATION - MAIN LEVEL



BREEZEWAY SPACE CAN BE ENCLOSED AND UTILIZED FOR DISPLACED AND NEW PROGRAMS



**CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION**



PROPOSED SPACE LAYOUT AND CONCEPTUAL DESIGN

LEGEND

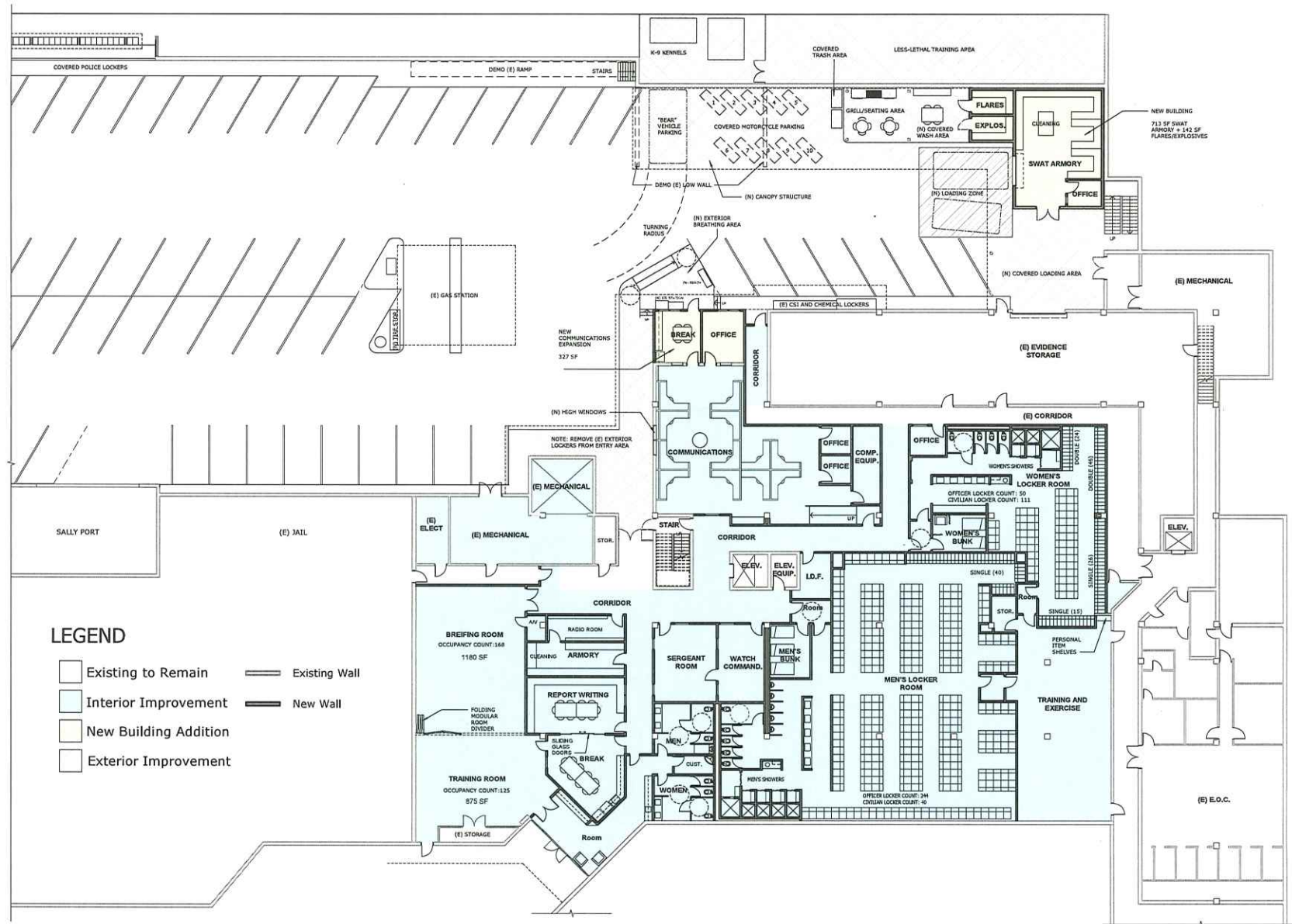
- Existing to Remain
- Interior Improvement
- New Building Addition
- Exterior Improvement
- Existing Wall
- New Wall



**CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION**



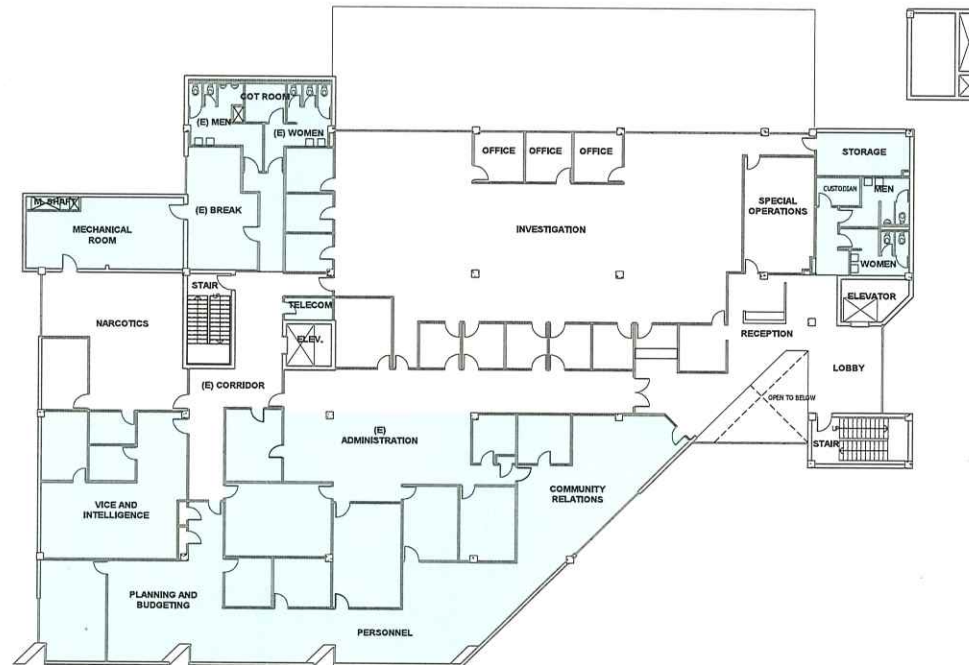
architecture
westbergwhite





westbergwhite
architecture

PROPOSED UPPER LEVEL SCOPE OF WORK



LEGEND

- Existing to Remain
- Interior Improvement
- New Building Addition
- Exterior Improvement
- Existing Wall
- New Wall

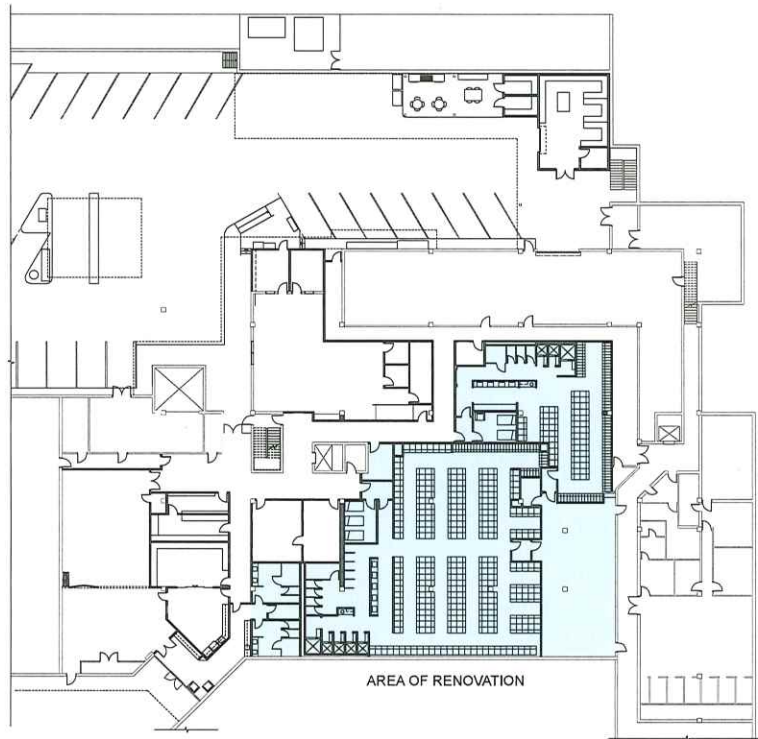


**CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION**

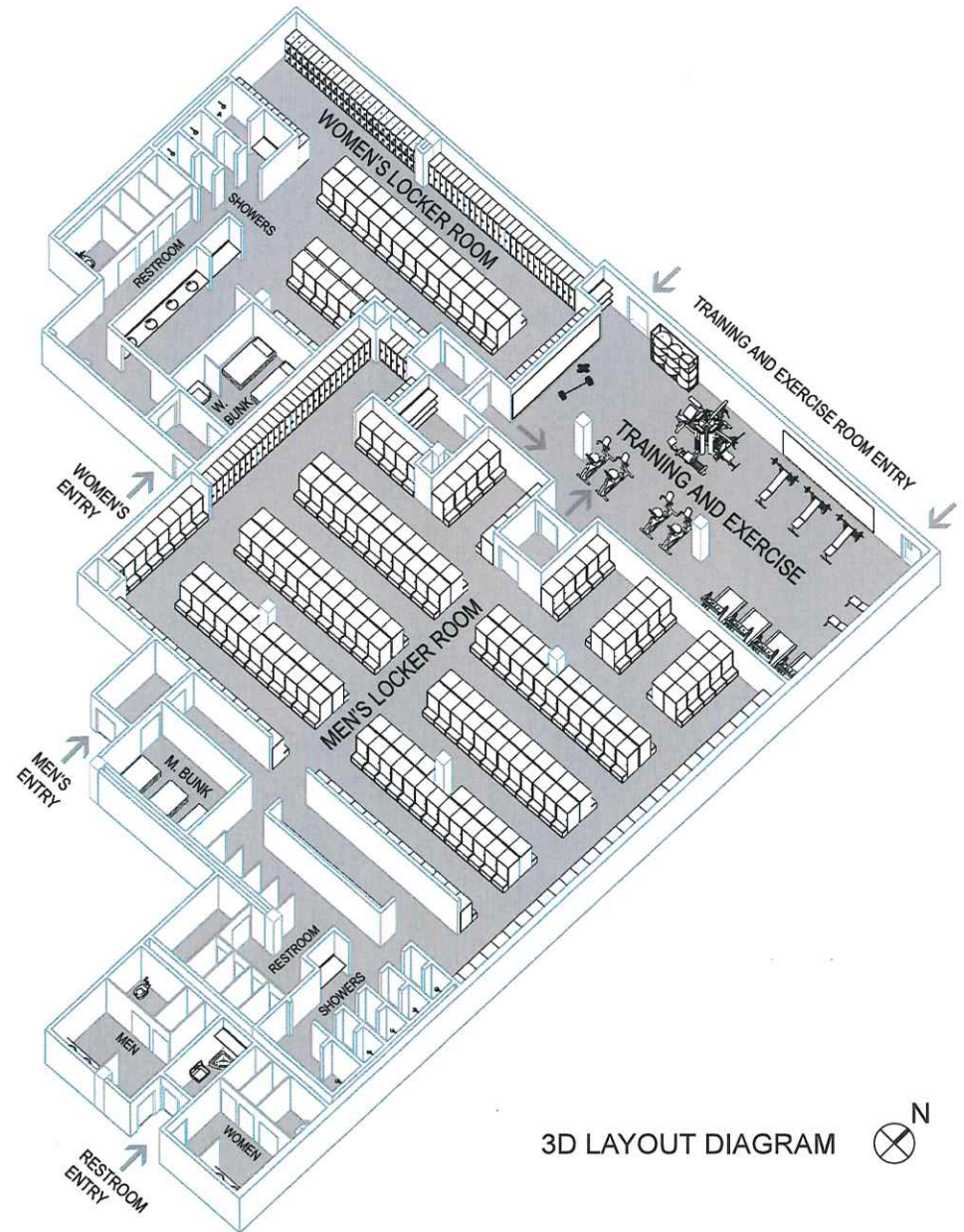
westbergwhite
architecture

LOWER LEVEL | FOCUS AREA 1: LOCKER ROOMS AND EXERCISE ROOM

- LOCKER ROOMS
- EXERCISE AND TRAINING ROOM
- RESTROOMS



FLOOR PLAN - AREA OF RENOVATION



3D LAYOUT DIAGRAM

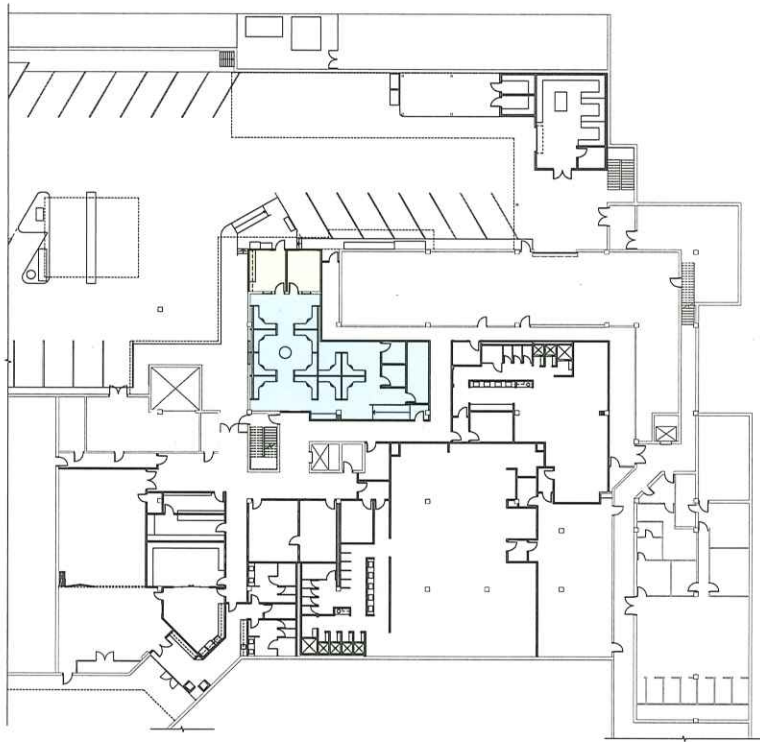


CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION

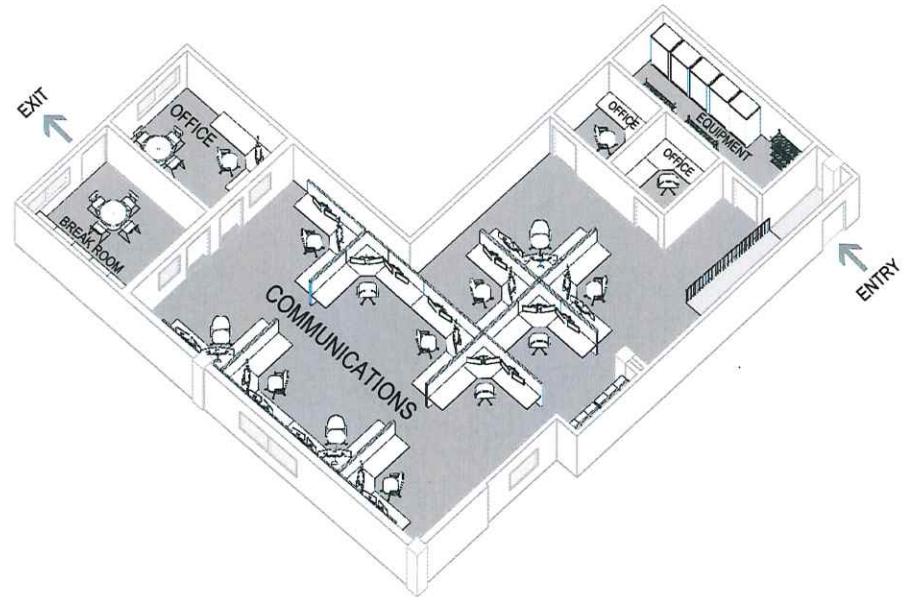


LOWER LEVEL | FOCUS AREA 2: COMMUNICATIONS

- COMMUNICATIONS ROOM AND ADJACENT SUPPORT SPACES



FLOOR PLAN - AREA OF RENOVATION



3D LAYOUT DIAGRAM

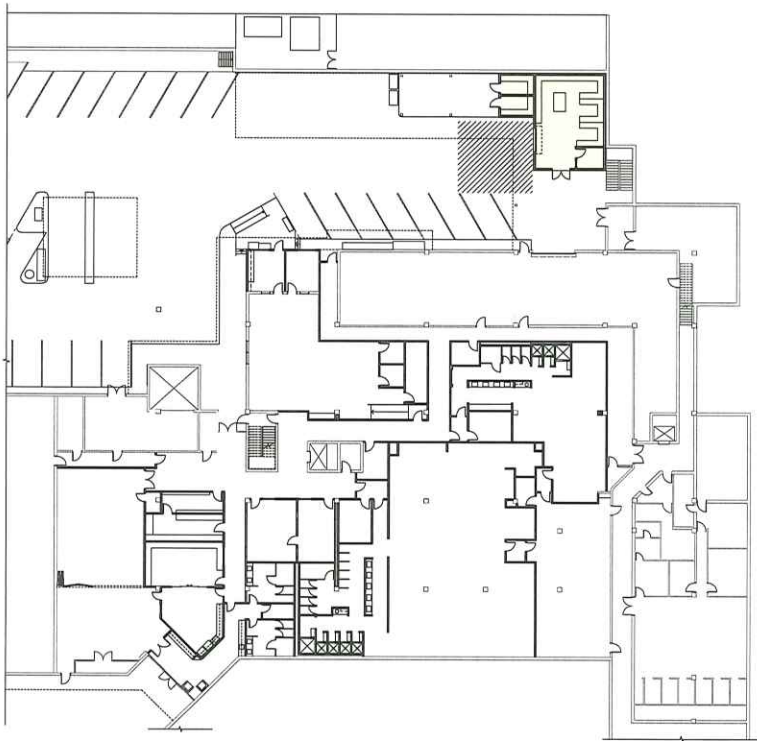


CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION

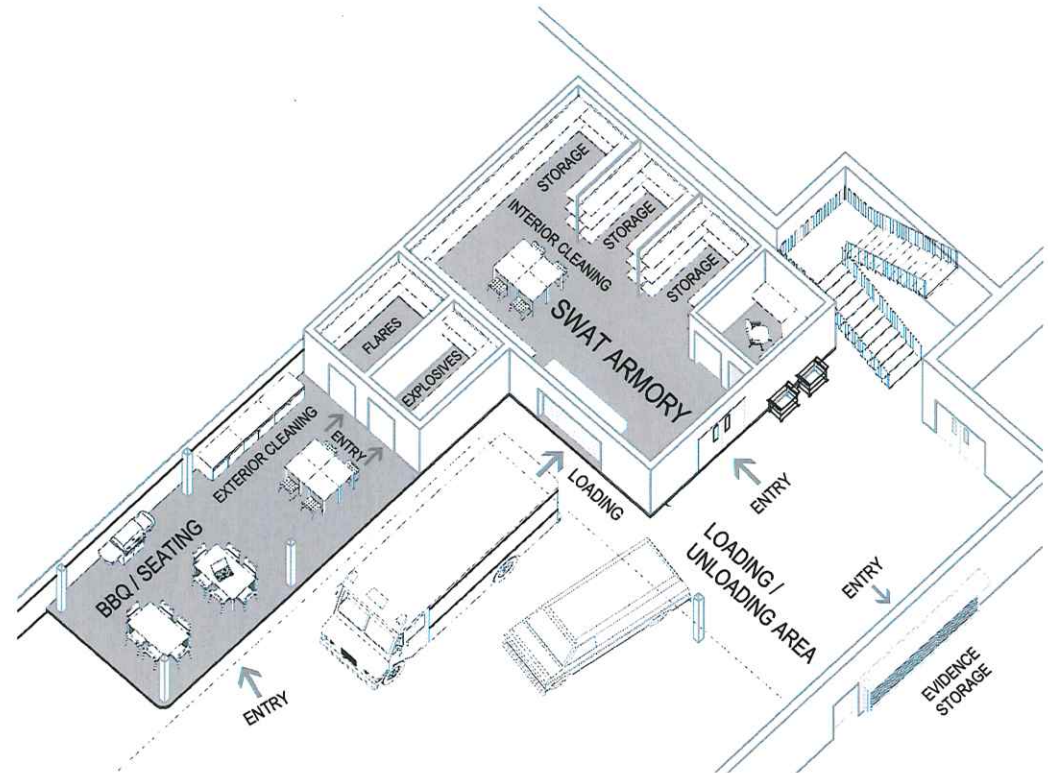


LOWER LEVEL | FOCUS AREA 3: SWAT ARMORY

- SWAT ARMORY ADDITION, INCLUDING FLARES AND EXPLOSIVES STORAGE



FLOOR PLAN - AREA OF RENOVATION



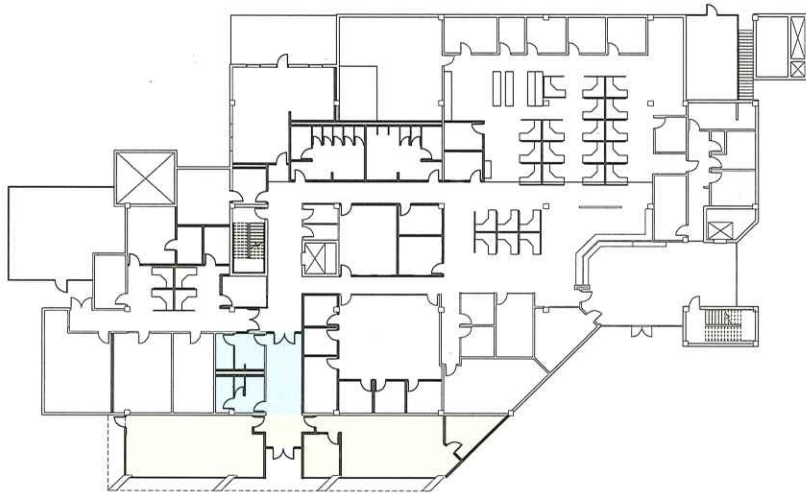
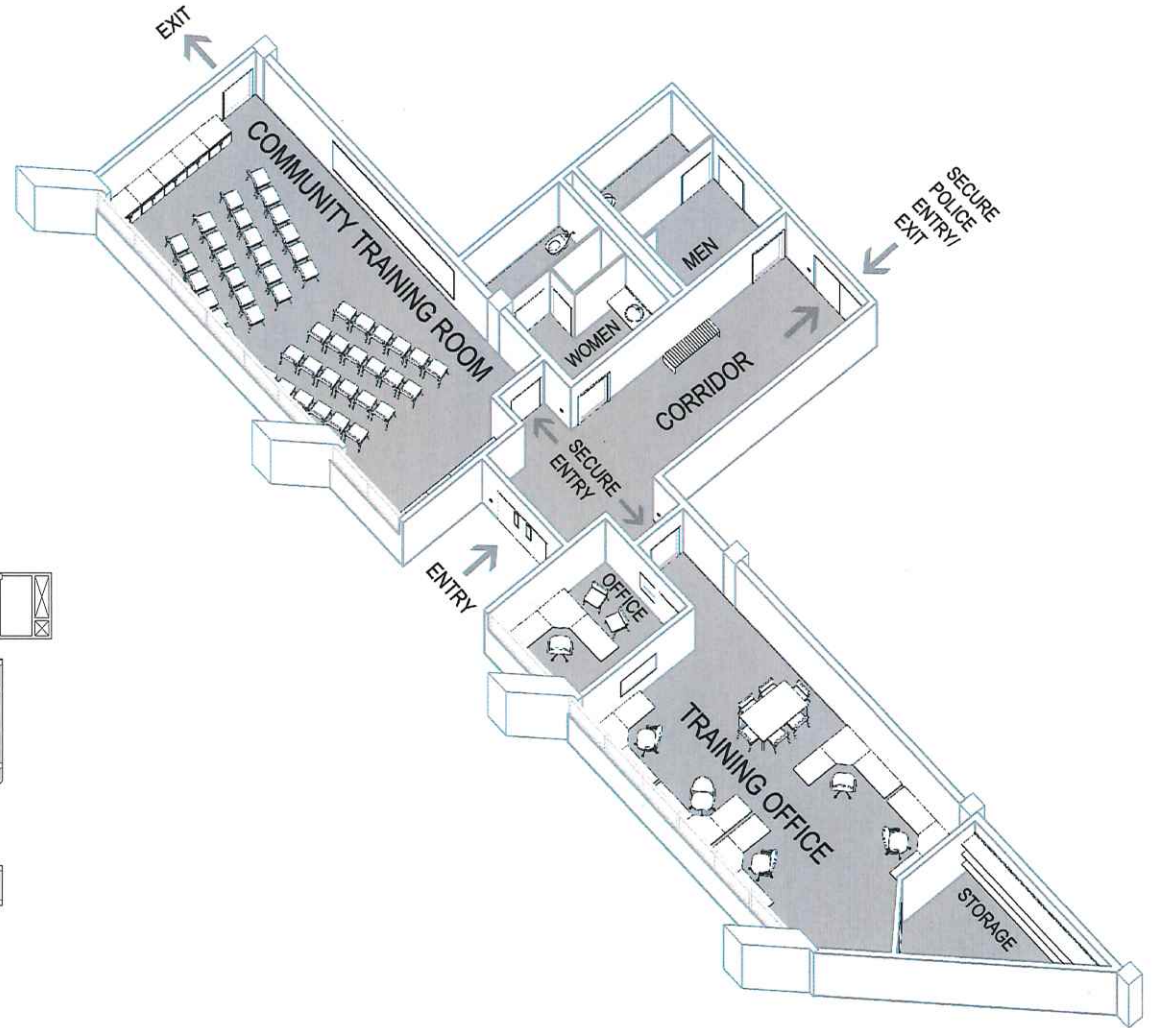
3D LAYOUT DIAGRAM



CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION

MAIN LEVEL | FOCUS AREA 4: BREEZEWAY

- BREEZEWAY INFILL EXPANSION
- TRAINING OFFICE
- COMMUNITY TRAINING ROOM
- CORRIDOR WITH RESTROOMS AND CONTROLLED ACCESS TO POLICE DEPARTMENT



FLOOR PLAN - AREA OF ADDITION / RENOVATION

3D LAYOUT DIAGRAM



CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION



MAIN LEVEL | FOCUS AREA 4: BREEZEWAY



PERSPECTIVE LOOKING EAST - PROPOSED CONCEPTUAL MASSING
(FINAL DESIGN AND FINISHES TBD)



EXISTING CONDITION

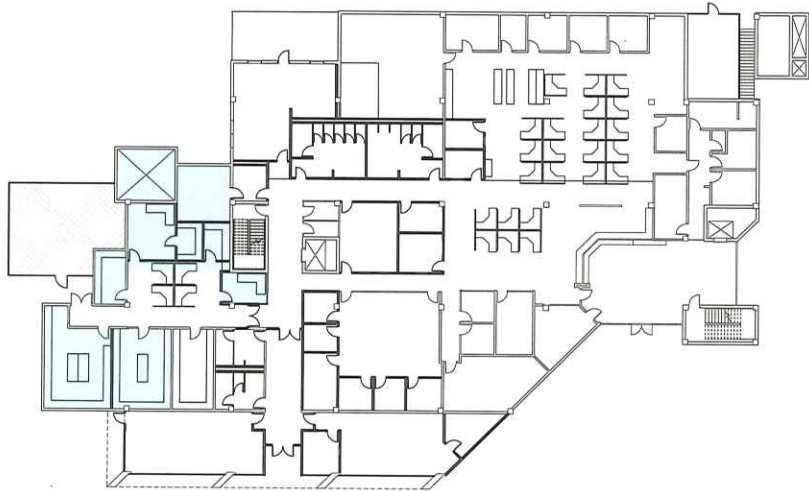


CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION

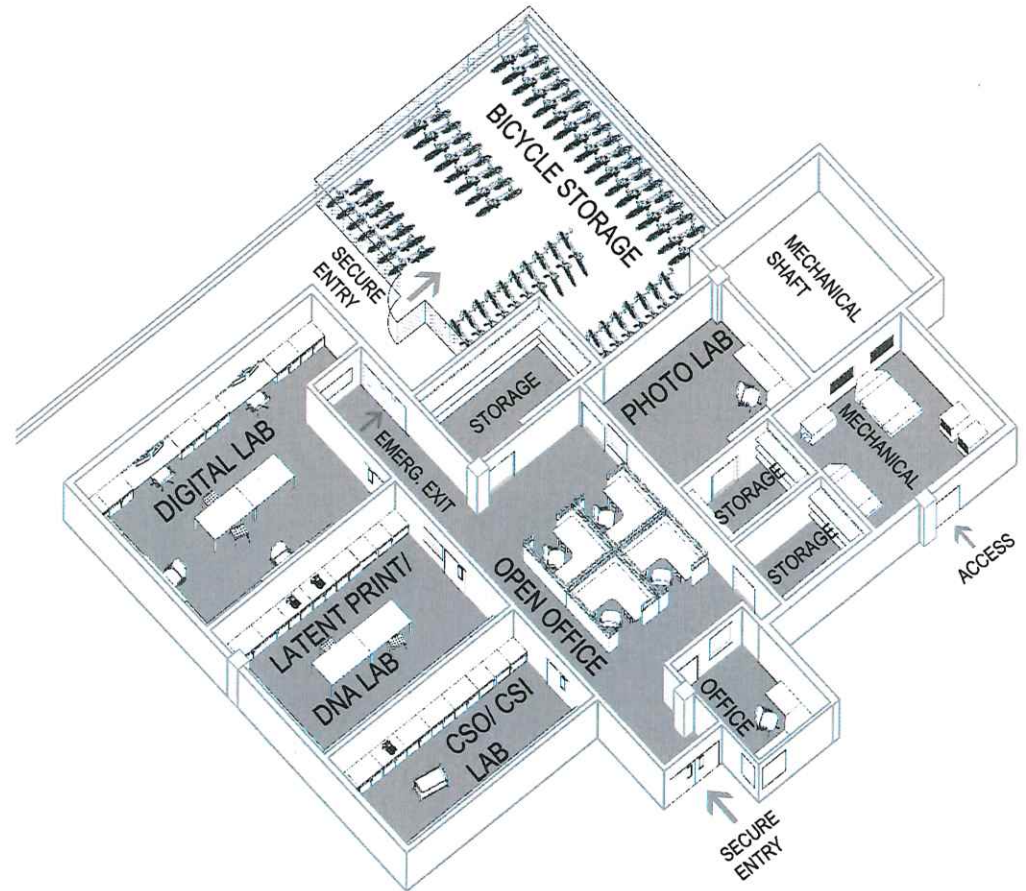


MAIN LEVEL | FOCUS AREA 5: LABORATORY AREA

- LABORATORY AREA AND SUPPORT SPACES
- BICYCLE STORAGE ENCLOSURE
- MECHANICAL ROOM SERVING MAIN LEVEL



FLOOR PLAN - AREA OF ADDITION / RENOVATION



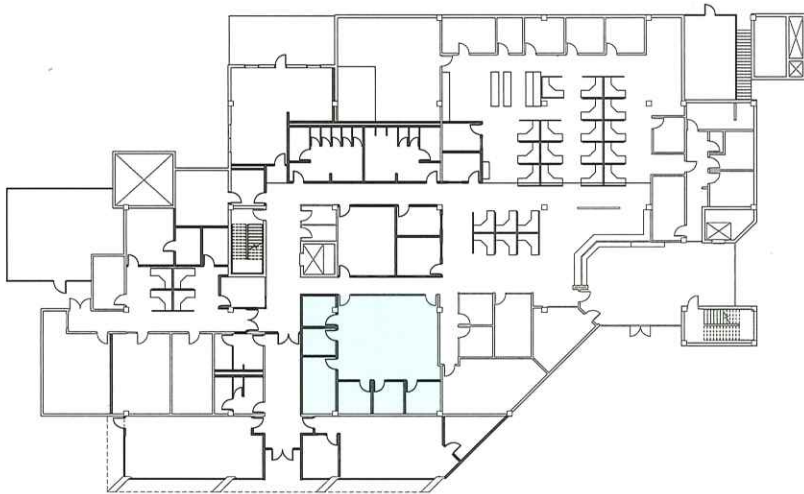
3D LAYOUT DIAGRAM



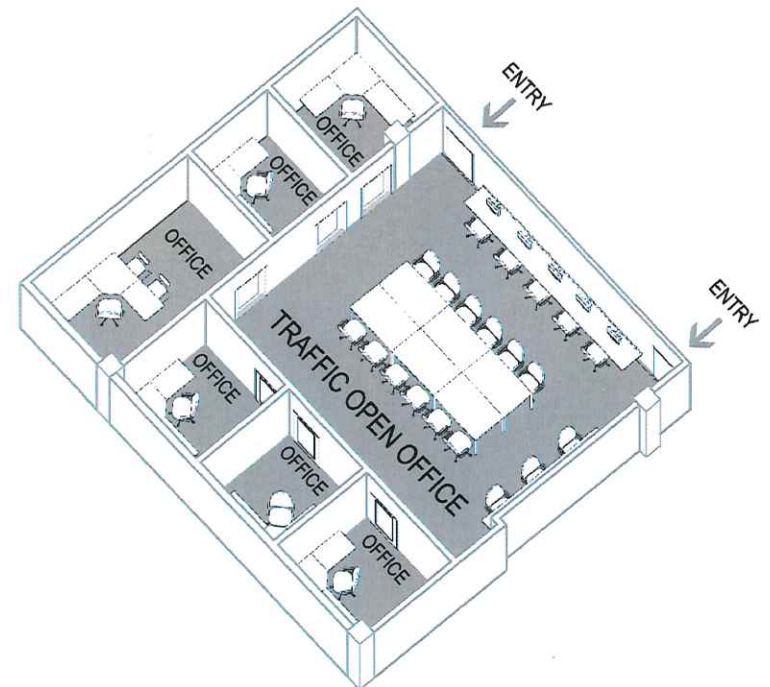
CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION

MAIN LEVEL | FOCUS AREA 6: TRAFFIC OFFICE

- TRAFFIC OFFICE



FLOOR PLAN - AREA OF ADDITION / RENOVATION



3D LAYOUT DIAGRAM



CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION



**CITY OF HUNTINGTON BEACH
POLICE DEPARTMENT RENOVATION**

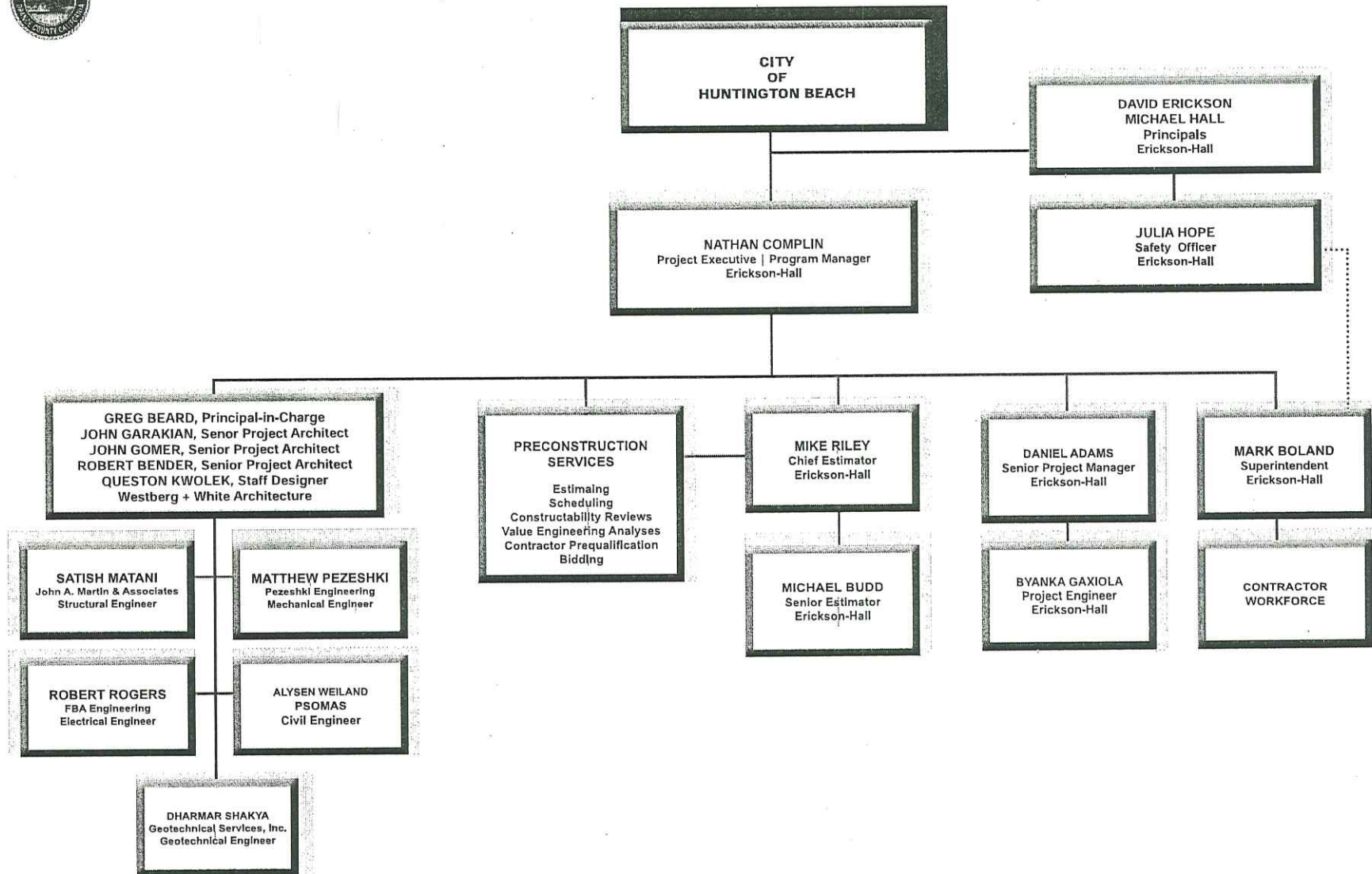
THANK YOU.



Exhibit D

The Architectural Schematics for the Project are
on file with the Department of Public Works

Exhibit E





PROGRAM MANAGEMENT APPROACH

Erickson-Hall understands that serving as Program Manager/Program Manager-at-Risk puts us in partnership with the City of Huntington Beach and the Huntington Beach Police Department to maximize construction value and quality standards within established budget and schedule parameters. Our team will work closely with the City/Police and Westberg + White to ensure all design decisions are being made on behalf of and in concert with the City/Police. Because we understand that communication is the key to success, we will hold design review meetings at design milestones to discuss project progress, scope, constructability and identify and resolve issues. In addition to project planning, Erickson-Hall's design phase services will include developing and refining the project schedule, validating and refining the project budget, exploring value engineering options to ensure the City/Police are receiving the best quality project for the best value, and conducting design and constructability reviews to ensure construction in the field is not interrupted with costly construction conflicts. Erickson-Hall will take ownership of the City/Police goals and objectives and will work in cooperation and transparency to ensure this project is completed within an agreed upon Guaranteed Maximum Price and established schedule parameters.

■ DESIGN/PRECONSTRUCTION PHASE

Erickson-Hall will apply comprehensive management and controls to the project on behalf of the City/Police in many areas, including:

- » **Cost | Budget Review | Estimating** - Our estimating department includes a full-time staff of estimators and support personnel. Utilizing our extensive experience cultivated over the past two decades in the construction of essential service facilities, as well as modernization of occupied environments, we will develop a cost estimate in CSI format to validate the existing budget. During construction, costs will be managed utilizing Timberline cost accounting software. Project costs will be easily tracked allowing our team to forecast future costs based on expenditures to date. We will perform monthly reviews to ensure that commitments are made timely and actual costs are tracking within the established budget.
- » **Quality Control | Constructability Reviews** - Erickson-Hall will conduct a thorough constructability review utilizing a coordination checklist including, but not limited to, offsite utilities, utility points of connection, design discipline overlays, verification of door, window and finish schedules, review of equipment service connections, validating plan dimensions, and completeness of project specifications. All constructability comments will be tracked on a Constructability Log and reviewed with the design team.
- **Verification of Existing Conditions** - Our design team already has extensive knowledge of the existing building, mechanical systems, the City's desired program and project outcome. Erickson-Hall will visit the site to validate the design team's understanding, verify constructability, and identify potential unforeseen cost items.
- **Submittal/Shop Drawings/RFIs** - Erickson-Hall, in collaboration with Westberg + White, will review all submittals, shop drawings and RFIs for accuracy and conformance with contract documents. We will suggest and require mock-ups be included in specifications to ensure desired standards are achieved. Our Superintendent will perform "pre-inspections" when trade contractors submit Inspection Requests to assure each item is indeed ready for Inspection. This pre-inspection procedure will be included in Scheduling Pull Planning sessions.
- » **Value Engineering** - True value engineering results in alternate, less costly means, methods, materials and building systems that do not alter the original design intent or baseline program. When validating the project cost estimates, we will solicit value engineering proposals from trade contractors/suppliers and review Erickson-Hall's historical value engineering data applicable to the Huntington Beach Police Modernization. Erickson-Hall and Westberg + White will review potential value engineering proposals with the City/Police.
- » **Project Scheduling** - Erickson-Hall utilizes industry-leading CPM software and is experienced with developing detailed project schedules. We will expand the Preliminary Project Schedule provided by the City and refine critical project milestones during design and construction. Regular updates will be performed to evaluate actual performance against the baseline schedule. If delays are encountered, routine updates will provide early notice allowing implementation of recovery plans and the ability to implement a fast-track schedule.

Through a highly interactive team environment, the City, Police, Westberg + White and Erickson-Hall will work together to maximize the City's construction dollars while improving the overall quality of the project.



- **Pull Planning** - In order to fully utilize the effectiveness of our program/construction management team, during construction Erickson-Hall will coordinate Pull Planning Sessions with trade contractors and will update the Pull Planning Schedule, as well as produce look ahead schedules to ensure all contractors are on target to achieve milestone goals. Pull Planning is a commitment-based planning system where all team members continuously concentrate on eliminating waste and maximizing value by focusing on time. Every milestone and construction operation activity, from groundbreaking through closeout, will be reviewed. Time commitments will be made by the trades. Commitments will be continually updated and unforeseen impacts overcome, as the team works toward the common goal of on time, on budget completion for the Project.
- » **Bidding | Subcontractors | Outreach** - Erickson-Hall will develop and implement an aggressive outreach program focused on identifying, prequalifying and contracting with qualified subcontractors. We will develop prequalification requirements for all applicable trades. Erickson-Hall's reputation attracts highly qualified subcontractors to the work we manage throughout Southern California.
- » **Regulatory Agency Reviews & Approvals** - City/Police needs will always be at the center of our project approach. The Erickson-Hall/Westberg + White Team will obtain all necessary reviews and approvals from the various regulatory agencies. We will make revisions and corrections consistent with agency reviews and will obtain final approvals from governing authorities to secure final approvals. Erickson-Hall will ensure compliance with City standards and processes.

▪ CONSTRUCTION PHASE

Erickson-Hall's construction team will manage the administrative aspects of the project (submittals, RFIs, monthly billings, progress meetings, as-built drawings). Our Project Superintendent will be responsible for coordinating all jobsite activities, including strict enforcement of Erickson-Hall's Quality Control and Safety Programs. We will conduct weekly construction meetings with the City/Police to review construction progress, hold separate meetings with contractors to carefully coordinate the work of the various trades, review schedule progress and quality of the work. Safety will be closely monitored – our safety program features daily safety inspections, weekly site safety meetings and periodic, unannounced site audits by our corporate safety officer, chief operating officer and chief executive officer.

- » **Safety | Injury and Illness Prevention Program**

Erickson-Hall's Safety Program is a vibrant and successful part of our company business. In order to achieve the corporate goals of "zero accidents" or "lost time injuries," a rigorous safety plan has been established for implementation at every jobsite. The Erickson-Hall Safety / IIPP Program was developed in strict compliance with both federal and CAL-OSHA regulations, and in fact exceeds the state regulations to ensure a safe working environment for all employees, subcontractors and jobsite visitors.

 - **Safety on the Project Site**- Erickson-Hall is a nationally recognized leader in executing construction safely, both on the jobsite and beyond the construction fence. All contractor personnel will attend an orientation meeting prior to starting work. Project safety rules and code of conduct will be reviewed and accepted prior to start of work. As of December 19, 2018 (due date for our RFP response, Erickson-Hall has operated for 9 years, 11 months, and 13 days without a lost time accident. Our current EMR rating is .70.
- » **Quality Control Procedures During Construction**

Erickson-Hall follows the United States Navy/Army Corps of Engineers QA/QC Program format. The Quality Control Program is an important aspect of any project and consists of a Quality Control Manager (typically the Superintendent), Submittal Reviewers, and the independent testing laboratory for material sampling, testing and inspection. Our Superintendent will conduct the following three phases of control:

 - **Preparatory Phase** – Prior to trade contractors starting work, we will hold trade contractor pre-installation meetings and review applicable specifications, drawings, submittals and testing plans. We examine the work area to ensure required preliminary work is completed and examine materials for conformance with approved submittals. We also review the safety plan and ensure applicable SDS are on file at the jobsite and discuss construction methods.
 - **Construction Phase** – Upon commencement of the work, establish the quality of workmanship required, resolve conflicts, review safety plan and coordinate with the Testing agency for required testing.
 - **Follow-up Phase** – Ongoing with the work, ensure that the work is in compliance with the



contract requirements, quality of workmanship is maintained, testing is performed and rework items corrected.

Quality Control will be implemented and monitored by the Superintendent and will include pre-installation meeting reports, dailies identifying the scope of work performed with abnormalities noted, a rework item list, and copies of the testing agency's test results.

▪ **POST CONSTRUCTION SERVICES**

During the construction phase, record drawings (as-builts) will be maintained at the site by our Superintendent. He will ensure trade contractors update record drawings weekly to reflect underground and concealed work. Upon construction completion, record drawings will be scanned and saved electronically. Our team will consolidate and provide electronic and hard copy files in tabbed binders for O&M Manuals and Warranties. Record documents will be incorporated into an electronic dashboard and will include submittals, O&M Manuals, plans, as-builts, project changes, dailies, reports and all other pertinent information relative to the project. We will schedule training for City/Police personnel following start-up and commissioning. If feasible, training will be videotaped for future use.

▪ **CRITICAL ISSUES**

After a careful review of the RFP documents, including the schematic design documents, Erickson-Hall, in collaboration with Westberg + White Architects has developed a list of critical issues related to the design and construction of the Huntington Beach Police Department Modernization Project. Once selected, our team will work with the City/Police to develop a detailed Project Implementation Plan ensuring work is executed within agreed upon cost and schedule parameters and without disruption to Police Department operations. Following are the critical issues that we believe are integral to ensuring a successful project delivery:

- » **Dependency of Systems Support from City Hall Creates Systems Inadequacies** - In order to improve inadequate air and water services to the facility, our proposed remedy is to separate both systems from connection to the existing systems within the City Hall building. This will not impact existing services to that building, but will allow independent newly installed systems within the Police Facility. This will provide adequate air supply to the Lower Level facilities with zoned separation between wet and dry components. It will also provide adequate hot water supply to the Locker Room Showers which has been inadequate in the past. Modifications to HVAC equipment has significant reconfiguration challenges within existing cramped and concrete wall enclosed utility rooms. Some existing equipment requires dismantling in order to remove and replace with new equipment, all within constricted spaces.
- » **Replacement of Existing Failing Utility Systems & Parts** - The current design proposes replacement of the existing failing sewer system under the facility Lower Level and up to connecting points of service at the underside of the Main Level, while maintaining existing sewer service to the Jail and EOC components on the Lower Level. The HVAC system components serving the Lower and Main Levels are one system. Although most of the modifications are required at the Lower Level, any separation or major modification to that level will mandate an upgrade to the Main Level as well, since it is an existing dual duct system that cannot be renovated to meet current standards. Therefore, this portion of the building's HVAC system will be replaced and separated with new zoned packaged equipment placed on the roof, while some air handling equipment will be located within existing and new on-floor locations. A new hot water system will be provided to this facility to replace the supply provided from equipment existing in City Hall; this will correct inadequate water service to the Locker/Restrooms on the Lower Level.
- » **Maintain Uninterrupted Operations** - To maintain building operations and to retain functionality of select building system components during construction, the following strategy is being considered: The Jail, City Hall, and EOC can operate on their own utility systems (water, power, HVAC, etc.) which can be separated to function with little impact throughout construction. The Upper level functions of the Police Facility may be impacted with some utility interruptions while power and plumbing improvements are being made to the main facility, but an attempt to maintain access to this level is being considered via an operational main lobby, elevator and stair, and secondary exit stair. The Upper Level has an independent HVAC system which should not be impacted by replacement of the lower level systems. It is our intent to maintain front desk public operations during construction of the Lower and Main Levels of the facility and maintain relocation of Communications to the existing EOC space on the Lower Level during construction.



- » **Communications Department Configuration** - The existing Communications space does not allow for needed expansion and presents a dark, unengaging environment. The Communications Director's office is far away from the main communications space. Relocation of the communications space to the west wall of the Lower Level allows for supplemental natural lighting opportunities and expansion of a number of workstations. A built expansion to the west Lower level wall allows for relocation of the Communication Director's office and the addition of a small break room and outdoor patio to help relieve stress of communications staff. The roof doubles as an outdoor deck for the break room above.
 - Communications Equipment Location - The existing Communication Equipment Room was originally proposed to be moved to be adjacent with the new location. To save the cost of moving equipment to a new location, it is now proposed that the Communications Equipment Room remain in its current location with new wiring through the ceiling to connect to the new Communications Room.
- » **Expansion Space for Men's Locker Room/Restroom, Communication Center, Exercise & Training Room**
 - Expansion and reconfiguration of the existing Men's Locker Room to accommodate added staffing/growth needs and ADA compliant restroom/shower facilities needs to be considered. The Communications Center was reconfigured and relocated to provide 12 stations within the same area versus the prior 8 stations in one room and 2 separate stations in an adjacent room, while also providing an exterior stress relieving natural light source, and attached break room (currently non-existing) and supervisor office (currently on another floor) for better supervision and operation. The existing cramped narrow and subdivided configuration of the Exercise & Training Room was replaced by a more rectilinear and efficient equipment layout facility with direct access from both Men's and Women's Locker Rooms.
- » **Relocate & Expand Women's Locker Room/Restroom and Communication Supervisor Office to Lower Level with Direct Access to Exercise Room** - The revised configuration provides relocation of the expanded staff growth for the Women's Locker Room/Restroom and accessible restroom/shower facilities from the Main Level down to the Lower Level with direct access to the Exercise & Training Room which was previously on a separate level. The Communications Manager's office was also relocated to the Lower Level attached to the Communications Room with direct supervision and visual overview of this entire area versus its prior location on a different level.
- » **Relocation of Select Lower Level Functions** – Due to Lower Level function growth and Main Level function relocation requests from Department Operations, some existing components of the Main Level will require relocation to alternate locations, including expansion of the Communications Department, SWAT Armory, and Training Offices.
 - Armory - The police officers desire a one-way, walk-through concept for the Armory with a room for weapons and a room for radios. Due to expansion of Communications and Locker Rooms on the lower level, the SWAT Armory may require a new building located in the back parking area due to expanded programs on the Lower Level.
 - Breezeway - The breezeway infill expansion is driven by Lower Level Locker Room expansion due to personnel growth and relocation of Women's Locker Room to the Lower Level, need for expanded Training office with one or two additional workstations, need for Community Training Room to enhance community outreach at the Police Department. Using the Breezeway as an infill space may have potential for accommodating some programs at a lower construction cost than an entire new building.
- » **Structural Challenges | Structural Limitations**

Lower Level existing concrete sheer wall configuration creates challenges with space utilization without creating significant construction modification costs. Structural has been informed of these issues and has proposed locations of potential openings, as well as strengthening strategies where necessary, as part of Westberg + White's schematic design activities – further analysis is needed in Design Development.
- » **Reconfiguration of Lab Space** - Programming has identified inefficiencies in lab space usage on the Main Level. Consideration should be given to reduction of space to accommodate expanded program and mechanical equipment needs.



- » **Soil Restrictions** - The City of Huntington Beach Police Modernization Project must comply with Department of Toxic Substances Land Use Covenant to ensure no further violations of the law – Violation occurred in 2016 during construction of 9/11 Memorial.
- » **Security Issues** - Additional controlled access is needed for all expansions. Security equipment and monitoring devices must be reviewed during Design Development.
- » **Stair and Elevator Accessibility** - Stair guardrails and handrails are not compliant with current code. Further building and code analysis is needed in Design Development to determine if upgrades are required. The architect has measured the existing elevator's interior dimensions, and they do comply with dimensional requirements. Further analysis during Design Development is needed to confirm this preliminary finding.



AGREEMENT TO CONTRACT TERMS

Erickson-Hall takes no exceptions to the contract terms issued by the City of Huntington Beach.

ABILITY TO OBTAIN INSURANCE

In order to show Erickson-Hall's ability to obtain required insurance, a current Certificate of Insurance and a bonding capacity letter are provided immediately following this page.

Exhibit F



FEE DETAIL

Erickson-Hall's fee proposal includes fees to perform Program Management for Phase 1 Preconstruction Services from current Schematic Design through Design Development, Construction Drawings, Permitting, Bidding and establishing the Phase 2 Construction GMP. Our fees cover the entire preconstruction Phase 1 all the way until the start of construction. The following is a detail breakdown of our fee proposal:

#	PHASE 1 PRECONSTRUCTION FEE DETAIL	PRECONSTRUCTION GMP
1	Phase 1 - Lower & Main Levels Only (~20-29K SF) (~15-16mil HCoC)	
	Total A&E Design/Engineering/FF&E - DDs, CDs, Bidding (breakdown per	
2	items 2.1-2.2 below)	\$1,026,241
2.1	A&E Design Development \$358,276	
2.2	A&E Construction Drawings \$667,965	
3	Design Phase Contingency	\$130,000.00
4	EHCC PM/CM Services - Phase 1	\$418,000
5	Haz Abatement Survey - By City	----
7	Geotechnical Update - By City	----
8	DTSC Soils Plan Budget Allowance	\$15,500
9	Subtotal	\$1,589,741
10	Precon/A&E Reimbursable Budget Allowance (to be billed at cost + 10%)	\$10,000
12	Grand Total Preconstruction Phase 1	\$1,599,741
13	Performance/Payment Bonds (N/A. To be Provided in Construction Phase 2)	-
14	Construction Phase 2 - GMP TBD	

Our proposed services are based on the documents and schedule provided in the City's RFQ dated November 15, 2018. The overall fee proposal is based upon an assumed Hard Cost of Construction of between \$15 - \$16 million and an assumed total project program cost of no greater than \$20 million.

Our team recognizes that the Schematic Design process is complete and relies on the fact that the Schematic Design Drawings provided by the City in the RFQ accurately capture the programming needs of the Police Department and the City.

QUALIFICATIONS

Our services include:

- Design by Westberg White Architects and their Engineering Consultants
- PM/CM Preconstruction Services
- Coordination of City's CEQA Process (we assume the project will be CEQA Exempt)
- Management of City Geotechnical & Hazardous Materials Consultants
- Progress Estimates/Budgets
- Constructability Reviews
- Project Scheduling
- Furniture, Fixtures & Equipment Design (FF&E) and coordination with City FF&E Vendor/Consultant
- Permitting
- Bidding

A Preconstruction/A&E Reimbursable Budget Allowance of \$15,000 is included to cover standard reimbursable items such as printing and mailing costs. Reimbursable expenses are to be billed at actual costs plus + 10%.

EXCLUSIONS

- Hazardous materials investigation is excluded. Erickson-Hall does not know if the facility has previously been assessed for the presence of hazardous materials (lead and asbestos) or if the building has been abated during past renovations. If a hazardous materials survey and report are needed, our team can solicit proposals for adding this service to the project for an added fee or as a design contingency item, based upon negotiations with the City.
- Our fee includes a budget allowance for preparation of a DTSC Soils Management Plan in compliance with the LUC agreed to by the City and DTSC. If costs in excess of this allowance are required to satisfy DTSC, it will be as an additional service to the project for an added fee or as a design contingency item, based upon negotiations with the City.



- Costs for all permits and plan check fees/costs required for the project are excluded. We have not included permitting fees, plan check costs, assessments, school fees, easements, DTSC and other AHJ, agency or governmental fees or costs which may or may not be required for design and/or construction of the project.
- Geotechnical Investigation is excluded. It is unknown to Erickson-Hall if the permitting authority will require a geotechnical investigation report or if the facility has a current geotechnical investigation report which can be utilized for the design, if required. If a geotechnical investigation report is needed, our team can solicit proposals for adding this service to the project for an added fee or as a design contingency item, based upon negotiations with the City.
- Independent or third-party testing or consulting companies such as waterproofing, peer reviews, LEED, or other specialized third-party services are excluded.
- Preparation of commissioning specifications required by Cal Green (Title 24) are included in the proposed design fees. Our team has not included fees to provide a commissioning agent as these services are to be performed as a part of the Construction Phase 2 services.
- Costs for professional surveying, subsurface investigations, subsurface utilities investigation/location and/or coordination (other than review of City-provided existing record information) are excluded. It is assumed the utilities proposed to be added/modified by the schematic design documents, and/or the existing utilities that service the property, are adequate for the proposed project improvements.
- It is assumed that all existing site access to the Police Department building meets current ADA standards and that any corrections required to satisfy ADA for the proposed new improvements are minor in nature and are solely inside the facility
- Design of unknown site/offsite improvements and design for other facilities, (temporary or otherwise) whether they be onsite or offsite, are excluded.
- A&E Design/Engineering/FF&E and other professional services furnished by consultants to EHCC to be billed to the City as completed and/or per design phase progress (DD, CD, Bidding) per mutually agreed upon schedule of values. EHCC direct PM/CM services to be billed to the City at hourly rates.
- Move management, "game planning", for staff relocations during construction to insure continuous operations is included by Erickson-Hall in our fee proposal.



HOURLY BILLING RATES

▪ Project Executive/Director	\$ 165
▪ Construction Manager	\$ 160
▪ Senior Project Manager	\$ 155
▪ Project Manager	\$ 145
▪ Preconstruction Manager	\$ 140
▪ Assistant Project Manager/Project Engineer	\$ 140
▪ Superintendent	\$ 135
▪ Assistant Superintendent	\$ 120
▪ Constructability Reviewer	\$ 130
▪ Chief/Sr. Estimator	\$ 135
▪ Estimator	\$ 130
▪ BIM Manager/Coordinator	\$ 140
▪ Scheduler	\$ 130
▪ Administration	\$ 75
▪ Accounting	\$ 125
▪ IT Support	\$ 95



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2019

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
Alliant Insurance Services, Inc.
701 B Street, 6th floor
San Diego CA 92101

CONTACT NAME: Wella Campbell

PHONE (A/C, No, Ext): 619-849-3924

FAX (A/C, No): 619-699-2165

E-MAIL ADDRESS: wcampbell@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Company

19682

INSURER B: Pacific Insurance Company, Limited

10046

INSURER C: Hartford Underwriters Insurance Company

30104

INSURER D: Allied World Assurance Company

19489

INSURER E:

INSURER F:

INSURED
Erickson-Hall Construction Company
500 Corporate Dr
Escondido CA 92029-1353

ERICCON-01

COVERAGES

CERTIFICATE NUMBER: 960544890

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"/> Blnt Contr <input checked="" type="checkbox"/> BFPD/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			72 UEA QT6794	8/15/2018	8/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DED \$ 5,000 BI/PD
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			By JEA QT6795 MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH	8/15/2018	8/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DED \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0311-4829	8/15/2018	8/15/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 DED \$
A	<input checked="" type="checkbox"/> 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	N/A	72 WEA QT6792	8/15/2018	8/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Contractor's Professional & Pollution Liability			72 CPI HA7929	8/15/2018	8/15/2019	Each Claim Aggregate \$2,000,000 SIR \$4,000,000 \$25,000

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

Re: Modernize the lower and main levels of the Police Department Facility, 2000 Main Street, Huntington Beach.

City Of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers are included as Additional Insureds on primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

City Of Huntington Beach
2000 Main St., Fourth Floor
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.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
"City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers"	2000 Main St, Huntington Beach
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under 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:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

- (3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

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

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, 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:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

- B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) 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 Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

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

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

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

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

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

All other terms and conditions in the policy remain unchanged.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b) Any health or therapeutic service, treatment, advice or instruction; or
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
 - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

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

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- 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.

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

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

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 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 Subparagraphs (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(s) or organization(s) 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(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

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.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded 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 by or for you, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, 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:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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.

SECTION III – 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. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A 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.

7. Medical Expense Limit

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

8. How Limits Apply To Additional Insureds

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.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY 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 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 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 must see to it that we receive 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds 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 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.

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

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

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

This duty applies separately to you and any additional insured.

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 Coverage Part 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. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of 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 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 **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(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 **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

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

Any 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

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

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

5. Premium Audit

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

6. Representations

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 that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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.

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.

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

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 semitrailer 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 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. Disease

sustained 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; or
- 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
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

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

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2019

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 Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Tina Cowie PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL ADDRESS: tina@cornerstonespecialty.com	
INSURED WESTBERG + WHITE, INC. 14471 Chambers Road Ste 210 Tustin CA 92780		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of Conn INSURER B: Travelers Property Casualty Co INSURER C: Aspen American Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 25682 25674	

COVERAGES

CERTIFICATE NUMBER: 19/20 COVERAGES

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDTL INSRD/PRIMARY <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-6H712316	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-585M7605	01/27/2019	01/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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 \$ 0	Y	Y	CUP-8176Y018	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> 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 Y	N/A	Y	XJUB-9J774725	01/27/2019	01/27/2020
C	Professional Liability Claims Made			AAAE100396-00	01/27/2019	01/27/2020	Each Claim \$3,000,000 Annual Aggregate \$3,000,000

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

The City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

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.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

NAMED INSURED: Westberg + White, Inc.
POLICY NUMBER: BA-585M7605 POLICY
PERIOD: 01/27/2019 to 01/27/2020

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A.. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

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

SUPPLEMENTARY PAYMENTS – INCREASED

D. LIMITS

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

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

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

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

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL EFFECTS

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

Personal Effects Coverage

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

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

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

No deductibles apply to Personal Effects coverage.

COMMERCIAL AUTO

K. AIRBAGS

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

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

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the les-sor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

POLICY NUMBER: BA-585M7605

INSURED: Westberg + White, Inc.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II – Liability Coverage**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

INSURED: **Westberg & White, Inc.**

POLICY DATES: **01/27/2019-01/27/2020**



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) - 001

POLICY NUMBER: XJUB-9J774725

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

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

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 **3 %** of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS
THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN
THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE
THE LOSS.

POLICY NUMBER: **680-6H712316**
NAMED INSURED: **Westberg + White Inc.**

COMMERCIAL GENERAL LIABILITY
DATE PULLED: **3/1/19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers

PROJECT/LOCATION OF COVERED OPERATIONS:

Huntington Beach Police Dept.

1. **WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If the injury or damage arises out of the performance, by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
3. The following is added to Paragraph a. of
4. **Other Insurance** in **COMMERCIAL**

GENERAL LIABILITY CONDITIONS
(Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury"

arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V):**

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

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

All other terms of your policy remain the same.