PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND ARDURRA GROUP, INC. FOR ON-CALL CIVIL ENGINEERING, SURVEYING & PROFESSIONAL CONSULTING SERVICES

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

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

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

CONSULTANT has been selected to perform these services,

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

1. <u>SCOPE OF SERVICES</u>

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

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

2. <u>CITY STAFF ASSISTANCE</u>

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

3. <u>TERM; TIME OF PERFORMANCE</u>

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

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

4. <u>COMPENSATION</u>

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

5. <u>EXTRA WORK</u>

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

6. <u>METHOD OF PAYMENT</u>

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. <u>HOLD HARMLESS</u>

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

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

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

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

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

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

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

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

10. <u>CERTIFICATE OF INSURANCE</u>

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

A. provide the name and policy number of each carrier and policy;

B. state that the policy is currently in force; and

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. <u>TERMINATION OF AGREEMENT</u>

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

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

14. <u>COPYRIGHTS/PATENTS</u>

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

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

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

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach ATTN: Chris Tanio 2000 Main Street Huntington Beach, CA 92648 Ardurra Group, Inc. ATTN: Lisa M. Penna 3737 Birch Street, Suite 250 Newport Beach, CA 92660

17. <u>CONSENT</u>

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. <u>SECTION HEADINGS</u>

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

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

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

21. DUPLICATE ORIGINAL

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

22. <u>IMMIGRATION</u>

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. <u>ATTORNEY'S FEES</u>

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. <u>SURVIVAL</u>

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

26. <u>GOVERNING LAW</u>

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

27. <u>SIGNATORIES</u>

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

28. ENTIRETY

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

29. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

and through their authorized officers.

CONSULTANT,

ARDURRA GROUP, INC.

Bv: A Λ print name

ITS: (circle one) Chairman/President Vice President

AND By iNQ

print name ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer 0 FO

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

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney M/

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EXHIBIT "A"

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

CONSULTANT shall provide consulting services on an' as- needed' basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals from CONSULTANT. CITY shall issue task order for each project based upon the scope of services, work schedule, and fee proposal submitted to CITY for its review and approval.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall be per CONSULTANT'S Statement of Qualification (Exhibit A), consistent with the City of Huntington Beach Request for Qualifications for On Call Civil Engineering Consulting Services. Upon award, and the contract period, if CONSULTANT chooses to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commencing work.

C. <u>CITY'S DUTIES AND RESPONSIBILITIES:</u>

Furnish scope of work request for each project.
 Furnish construction plans and specifications to the CONSULTANT.

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by City.

CITY OF HUNTINGTON BEACH

Statement of Qualifications for On-Call Civil Engineering, Surveying and Professional Consulting Services

March 22, 2021











March 18, 2021

Public Works Department Huntington Beach, CA

Ardurra Group, Inc. (Ardurra) appreciates this opportunity to present our Statement of Qualifications (SOQ) to the City of Huntington Beach (City) for On-Call Civil Engineering, Surveying, and Professional Consulting services. Ardurra is a full-service civil engineering firm with a proven track record of undertaking and successfully completing projects and providing services on an on-call basis, similar in scope and size throughout Southern California. Our dedicated team will ensure that all aspects of the City's projects are delivered with the highest level of quality, care, and professionalism. Ardurra has established a significant presence with numerous cities throughout the Counties of Orange and Los Angeles, by successfully completing a multitude of civil engineering public works projects. Ardurra has maintained effective working relationships with numerous cities in the County of Orange including but not limited to Lake Forest, Laguna Beach, Newport Beach, Laguna Hills, Anaheim, Pasadena, Seal Beach, Manhattan Beach, as well as Huntington Beach.

Why Select the Ardurra Team

- Successful experience with the City of Huntington Beach and numerous cities throughout Orange and LA Counties
- Knowledge and understanding of the latest version of APWA's GreenBook and with the City's plans and specifications.
- Extensive public works design experience
- Proven cost-saving solutions
- Excellent references

Our client knowledge, combined with Ardurra's relevant experience on similar public works improvements including rehabilitation of roads, alleys, curb, gutter, and sidewalks within the public right-of-way, as well as off-street improvements, such as rehabilitation of City parking lots makes us a perfect fit for this Civil Engineering, Surveying, and Professional Consulting Services contract. Our team members are well versed in all aspects of design/engineering/surveying and administration including, project controls (estimating, cost and schedule), planning, QA/QC, change control and risk management.

Responsiveness – *We are there when you need us!* We not only intend to meet the City's expectations—we intend to exceed them. With our offices in Newport Beach, El Segundo, and Long Beach the Ardurra team can provide unparalleled

City of Huntington Beach

March 18, 2021

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responsiveness to the City of Huntington Beach. Services provided for this contract will be from our Newport Beach office. Close geographic proximity to the City makes us ideally suited to serve the City and ensures availability for City meetings at City facilities as requested.

With 525+ employees in 21 offices across the country, Ardurra is a Top 500 Engineering News-Record (ENR)-ranked engineering firm offering quality professional services focused on seven key areas including: **public works**, water, environmental, land development, emergency management, structural engineering, and survey. With roots dating back more than 65 years, Ardurra specializes in multi-disciplined engineering and consulting services for public agency and private clients nationwide. Ardurra specializes in project delivery for local and regional public agencies and special districts throughout Southern California. With an emphasis on practical, proven, and cost-effective solutions, our capabilities range from local agency public works improvements to major transportation and public facilities projects.

We have provided information herein that illustrates completed and ongoing comparable projects that Ardurra has undertaken during the last few years. These projects, including references, demonstrate our record of success and ability to successfully complete the work of varying size, scope, and complexity.

This letter has been signed by an officer of Ardurra and is authorized to bind the firm to this on-call contract.

We are confident that you will find our team's experience and approach to be an excellent match for this contract. We are ready to commence work immediately upon notice to proceed by the City for all projects. We appreciate your consideration of our SOQ for this important on-call contract and we look forward to your positive response.

Please feel free to contact me at Ipenna@ardurra.com or (949) 428-1500, ext. 7102 or Mark Lewis, PE, TE should you have any questions or require additional information. We look forward to being invited to further discuss our team's qualifications and to work with the City on the successful delivery of these on-call projects. Project Manager

Mark Lewis, PE, TE 3737 Birch Street, Suite 250 Newport Beach, CA 92660 M: (949) 677-0391 F: (949) 258-5053 <u>mlewis@ardurra.com</u>

Respectfully Submitted,

Ardurra Group, Inc.

Lisa M. Penna, PE, F.ASCE, QSD Vice President, Managing Principal

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT:	□ NEW	CURRENT VENDOR	
Legal Contractual Name of Corporation	ion:		
Contact Person for Agreement:			
Corporate Mailing Address:			
City, State and Zip Code:			
E-Mail Address:			
Phone:	_	Fax:	
Contact Person for Proposals:			
Title:		E-Mail Address:	
Business Telephone:		Business Fax:	
Is your business: (check one)	LIMITEI	OR PROFIT CORPORATION O LIABILITY PARTNERSHIP OPRIETORSHIP RPORATED ASSOCIATION	

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

Names	Title		Phone
Rob Costello	Director		813-880-8881
Federal Tax Identification Number:			
City of Huntington Beach Business Lice (If none, you must obtain a Huntington I		pon awa	rd of contract.)
City of Huntington Beach Business Lice	ense Expiration Date:		

EXHIBIT A: PRE-QUALIFICATION FORM ON-CALL CIVIL, SURVEYING & PROFESSIONAL CONSULTING SERVICES

(Initial) Consultant is willing to execute the Agreement as drafted (See **Appendix B**). $\mathcal{N}\mathcal{P}$ (Initial) Consultant is able to provide the insurance as required (See **Appendix C**).

Firm Name: _____ Ardurra Group, Inc.

Firm Address: ______ Birch Street, Suite 250, Newport Beach, CA 92660

Signature: _____ Date: ____ Date: ____ March 18, 2021

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D. Service Category Firm Qualifications

<u>1. Demonstrated Capabilities</u>

With 525+employees in 21 offices across the country, Ardurra is a Top 500 Engineering News-Record (ENR)-ranked engineering firm offering quality professional services focused on seven key service areas including: **public works, water, environmental, land development, emergency management, structural engineering, and survey.**



With roots dating back to 1950, Ardurra specializes in multi-disciplined engineering and consulting services for public agency

and private clients nationwide.

The Public Works Division of Ardurra specializes in project delivery for local municipalities throughout Southern California Counties. With an emphasis on practical, proven, and cost-effective solutions, our capabilities are focused on the planning and design of roadway and utility improvements, as well as managing multi-project capital improvement programs for public agencies. The Public Works Division's main office is in Newport Beach, CA with 53 employees operating out of Southern California. Services for this proposal will be designed and managed out of our Newport Beach office and supported by our offices in El Segundo, Long Beach, and San Diego.

Professional Competence of Key Personnel Our public works staff is comprised of professionals with extensive experience working directly for public agencies. We have provided engineering and municipal services for 61 public agencies throughout

Southern California. Our familiarity and know-how gained by working side-by-side with local and regional agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, helps us to deliver successful projects and services, well-managed budgets and thoroughly satisfied stakeholders and clients. We tailor our management approach to carefully monitor program effectiveness and closely track work quality and cost. Delivering on-call design services under timely schedules requires careful management, administration, and oversight of staff from inception to completion with committed and complete ownership of all aspects of the work.

Legal Company Name: Ardurra Group, Inc. Type of Organization Florida Corporation Date of Incorporation December 19, 1977 California offices where work will be performed. 3737 Birch Street, Suite 250 Newport Beach, CA 92660 1960 E. Grand Street, Suite 300

El Segundo, CA 90245

About the Firm



Professional Consulting Services

Our staff, and their safety and availability, are critical to successfully supporting the City. Throughout the COVID-19 crisis, Ardurra has followed CDC guidelines as well as state and local municipality temporary orders. Thanks to our robust IT system, all employees were able to work effectively from home while Stay at Home orders were in effect and, at the time of this proposal, roughly 50% of our workforce has returned to the office, subject to strict social distancing and other requirements. We will continue to enforce our policies, adapting them as the COVID-19 crisis continues to play out, and will respect and follow the policies of our individual clients.

2. Key Personnel

Ardurra's civil engineering and surveying services team specializes in providing design, engineering, surveying, and administration services including project controls (estimating, cost, and schedule), planning, QA/QC, change control and risk management. Our team is led by **Project Manager, Mark Lewis, PE, TE** who is managing a similar project, Randall Avenue Street Improvements in the City of Rialto. Ardurra is providing civil, survey, and traffic engineering design services for the

STRONG AND EXPERIENCED TEAM

Mark Lewis and Anissa Voyiatzes will be supported by an experienced team, handselected because of their technical expertise, and because of their successful working relationship with City and Ardurra staff and experience working on **similar public works projects.**

development of detailed plan documents to address ADA accessibility improvements and various ADA deficiencies as well as improve traffic circulation and operational improvements for a one-mile section of Randall Avenue between Cactus and Riverside that includes three signalized intersections, one of which is the six-legged intersection of

Randall/Bloomington/Lilac that intersects on a diagonal.

We have included this project as a representative sample of Ardurra's work and that of Mark's leadership and management due not only to its complexity in design but also its sensitivity politically. Mark and the Ardurra team met with City officials including the Director of Public Works City Manager, City Attorney, and Mayor Pro Tempore to provide an assessment of a recently completed improvement project and develop a strategy for improvement and correction of deficiencies. This is an important project in the community wherein significant efforts to purchase ROW and coordinate with the community were made; however, the finished product did not meet the City's expectations. Through Mark's efforts, Ardurra has secured three contracts to complete the project to meet the City's vision. Mark's ability to navigate the political and community landscape have been key to the successful development of this project to date. It is his 36 years of experience and 20 at the executive level with a keen understanding of project delivery, financial efficiency, minimizing community impact, and political awareness that will be key attributes for the City of Huntington Beach to utilize as Ardurra assists the City in project development, design, and delivery.



SOQ to Provide On-Call Civil Engineering, Surveying and

Professional Consulting Services

Mark is supported by Jose Hernandez, PE; Lisette Bice, PE, QSD, ENV SP; Joe Buckner, PE, PSL; Eli Farah, PE; Jim Garvin, PLS; Teresa Kelley, PE; Andrea Mosqueda, EIT; Robert Merrell, PE; Anthony Amado, EIT with oversight by Anissa Voyiatzes, PE, QSD, ENV SP, Ardurra's Engineering and Municipal Services Group Leader. CL Surveying & Mapping will provide the surveying and mapping tasks.

As former public officials with over 150 combined years of experience, Ardurra's Civil Engineering and Surveying Services management team can provide the City with a high level of expertise for any civil design services need or situation. We believe we can be of greatest assistance for the timely and critical design and survey of various public works infrastructure projects including but not limited to the design of and supporting services for the rehabilitation of roads, alleys, curb, gutter, and sidewalks within the public right-of-way, as well as off-street improvements, such as rehabilitation of City parking lots. This work could also address street widenings, realignments, and ADA compliance, both on and off site.

<u>3. Public Agency References</u>

On-call Civil Engineering – Street Design/Rehabilitation Projects/City of Long Beach

Alvin Papa, PE, Formerly Long Beach City Engineer; currently Deputy Director of Public Works/Utilities, City of Huntington Beach, <u>alvin.papa@surfcity-hb.org</u>; (714) 536-5503

Ardurra staff has prepared PS&E for more than \$16 million in improvements since 2009 and continues to work with the City. The projects encompass roadway, storm drain, parking lot improvements, traffic, lighting, and landscape improvements, design of more than 250 ADA-compliant curb and ramps and focused on many of the major roadways within the City. Ardurra staff has consistently provided the City with well-designed projects facilitating smooth construction. Projects include: Market Street Ped Improvements, (LA River to Cherry Avenue); Atlantic Avenue Pedestrian Enhancements; Atlantic Avenue/Claiborne Drive Bulbout; Atherton Street and Magnolia Avenue Street Rehabilitation; and Alamitos Avenue Rehabilitation Improvements. **Ardurra Staff: Lisette Bice, PE, QSD, ENV SP – Project Manager;** Anissa Voyiatzes, PE, QSD, ENV SP – Eng./Muni. Services Group Leader; Robert Merrell, PE – Drainage; Joe Buckner, PE – Roadway/SWPPP; Miguel Hurtado, PE – Roadway (add Jose) **Start/Finish:** 2009 - Ongoing

Pedestrian Accessibility Improvements Design, City of Long Beach

Keith Hoey, Public Works City Engineer; Keith.Hoey@longbeach.gov; (562) 570-6586

Ardurra is providing an evaluation and design of curb ramps to support the Citywide Curb Ramp program. Ardurra staff managed the development of the City's Self Evaluation/Transition plans and is continuing that work with the citywide implementation for the placement and upgrade of all curb ramps at approximate 22,000 locations. The project includes ramp evaluation for ADA compliance, schematic and final design, and cost estimating. To date we have designed 185 ramps.



Professional Consulting Services

Ardurra Staff: Lisette Bice, PE, QSD, ENV SP – Project Manager; Anissa Voyiatzes, PE, QSD, ENV SP – Eng./Muni. Services Group Leader; Jose Hernandez, PE – Quality Control; Bob Merrell, PE – Drainage; Joe Buckner, PE – Roadway/SWPPP; Miguel Hurtado, PE – Roadway

Start/Finish: 2020 - Ongoing

Plan Check/Review (including Traffic Control) and Development Coordination Services, City of Brea

Michael Ho, PE, Deputy Director of Public Works/City Engineer; michaelh@cityofbrea.net; (714) 990-7657 Hsing Choa, Associate Engineer; hsingc@cityofbrea.net; (714) 990-7606 (Traffic Control Plan Review) Ardurra is providing plan check services (including traffic control) for the review of engineering plans and reports and development planning documents for developer-funded projects including but not limited to: EIR drainage and water quality studies and writeups; grading, tentative maps, storm drains, site development plans, streets, hydrology and hydraulic analyses, utilities, and WQMP Reports. Projects to date include plan check review for: Raising Canes Restaurant, Brea Plaza Mixed Use, Randolph Avenue, Brea Mall Extension, and Pacific Highland.

Ardurra is also providing on-going review and approval of traffic control plans for private utility construction and currently averaging six reviews per month. Responsibilities include reviewing stage construction and worksite traffic control plans providing support to the Traffic Division.

Ardurra Staff: Mark Lewis, PE, TE - Project Manager; Teresa Kelley, PE; Fong Tse, PE; Steve Badum, PE Start/Finish: 11/2019 – Ongoing

As-Needed Engineering Design Services for Various CIP Projects, City of Brea

facility improvements and community facility district improvements.

Michael Ho, PE, Deputy Director of Public Works/City Engineer; michaelh@cityofbrea.net; (714) 990-7657 Ardurra is providing as-needed design and civil engineering services for the City's capital improvement projects that include street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements,

Projects to date include design services for the Country Lane Street Rehabilitation CIP 7323 project and a Feasibility Study for

the Berry Street Sidewalks CIP 7324 project.

Ardurra Staff: Jose Hernandez, PE – Project Manager; Anissa Voyiatzes, PE – Engineering Services Group Leader; Joe Buckner, PE – Project Engineer; Bob Merrell, PE – QA/QC; Miguel Hurtado, PE – Design Engineer; Anthony Amado, EIT – Design Engineer; and Adam Banihamed - Constructability

Start/Finish: 11/2019 – 11/2021



Various Infrastructure Projects, Capital Program Management, City of Laguna Beach

Mark Trestik, PE, PW City Engineer; mtrestik@lagunabeachcity.net; (949) 497-0300

Matthew Oxford, PE, PW Project Manager, Engineering Div. - moxfored@lagunabeachcity.net; (949) 613-4045 Ardurra staff provided complete turn-key capital project delivery services for the City including overall CIP management of design and construction projects, federal funding application support, energy grants administration, construction inspection and construction administration for various infrastructure and building facilities improvements. This contract was a four-year contract and over \$10-million worth of capital projects were delivered for the City through this program. Projects include:

Jasmine Street Storm Drain - Ardurra prepared PS&E for the conceptual and final design for the Jasmine Street storm drain improvements in the City of Laguna Beach. The recommended alignment accomplished the following:

- allowed for intercepting the upstream-most culvert that outlets onto private property
- collects runoff on an interim basis from the adjacent drainage basin
- takes advantage of the existing downstream culverts which outlet directly to the beach

The project included a hydrologic and hydraulic analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions and an Encroachment Permit was required from Caltrans. This project involved as MS4 Permit coordination.

Ardurra Staff: Jose Hernandez, PE – Project Manager; Anissa Voyiatzes, PE - Engineering Services Group Leader; Bob Merrell, PE – Drainage, QA/QC; Joe Buckner, PE, PLS – Project Engineer; and Andrea Mosqueda – Design Engineer Start/Finish: 04/2017 – 9/2022

On-call Civil Engineering Services for Various Public Works Projects, City of La Habra

Chris Johansen, PE, PW City Engineer; cjohansen@lahabraca.gov; (714) 944-2966 Elias Saykali, PE, Director of Public Works; esaykali@lahabraca.gov; (562) 383-4170

Ardurra is providing professional engineering services on an as-needed basis in support of the La Habra Engineering Division on a variety of Public Works Department projects for the FY 2017-2021. Typical projects that Ardurra has worked on include residential street rehabilitation; intersection widening; curb, gutter, and sidewalk replacement; storm drain improvement; and waterline upgrades.

Residential Streets Rehab (2018/19) – Provided construction documents for over eight (8) miles of roadway improvements, street resurfacing, and water main upgrades. Ardurra has prepared all plans, specifications, and estimates, as required, for bidding and construction of the proposed improvements. The plans include roadway rehabilitation, replacement of a significant number of ADA non-compliant ramps at numerous intersections, and traffic signing and striping.



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Three Arterial Rehabs (2019/21) - Prepared construction documents for three miles of arterial street rehabilitations including all plans, specifications, and estimates for bidding and construction of the proposed improvements. The intent of this project is to renovate roadway pavement and reconstruct deteriorated concrete improvements. La Habra Boulevard (Valley Home Avenue to Beach Boulevard), Cypress Street (La Habra Boulevard to Whittier Boulevard), and Palm Street (La Habra Boulevard to northerly City limits) - Prepared PS&E for approximately two miles of street rehabilitation for these three arterial streets. The roadway rehabilitation treatments varied from R&R damaged sections of asphalt concrete pavement; cold mill and fill with base and surface course AC, to Type II slurry.

Ardurra Staff: Jose Hernandez, PE – Project Manager; Anissa Voyiatzes, PE, QSD, ENV SP – Engineering Services Group Leader and current Project Manager; Joe Buckner, PE, PLS – Roadway; Miguel Hurtado, PE – Design Engineer Start/Finish: 5/2017 - Ongoing

On-call Engineering and Design Services for Public Works Projects, City of Anaheim

Cesar Carrillo, Principal Civil Engineer; ccarrillo@anaheim.net; (714) 765-5148

Ardurra has provided engineering design services for various street design projects including the following: **Lincoln Avenue Improvements** - Provided engineering design services for this widening project, which will widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project widens Lincoln Avenue from a four to six-lane divided street within the project limits. The scope included the removal of existing improvements, clearing, and grubbing, excavation, placement of new AC pavement, construction of concrete curb and gutter, driveways, access ramps, sidewalks, bus pads, drainage system improvements, relocation of existing facilities, installation of a traffic signal at the intersection of Lincoln Avenue and La Plaza, traffic signal modifications, signing, striping, landscaping, and a Water Quality Management Plan (WQMP). Landscaped medians along Lincoln Avenue and along the project roadways includes drought-tolerant and low-maintenance plantings and trees. **Katella Avenue Widening** - Katella Avenue Widening - Prepared PS&E design services to widen the south side of Katella Avenue adjacent to the Anaheim Convention Center. This project included widening Katella; reconstructing a bus turnout; adding water quality structures; reconstructing off-site landscaping, irrigation, fixed bollards, retractable bollards, vehicular maintenance pathway, and decorative hardscape; and installation of two new electronic Changeable Message Signs (VMS/CMS) systems located in the median island. Significant coordination is involved with the various Anaheim departments, as well as with the various utility companies and the Anaheim Convention Center staff. Additionally, provided construction support throughout the construction duration of the project.



Professional Consulting Services

Ardurra Staff: Jose Hernandez, PE – Project Manager; Anissa Voyiatzes, PE – Engineering Services Group Leader; Steve Badum, PE – QA/QC; Bob Merrell, PE – Drainage; Joe Buckner, PE, PLS – Project Engineer; Miguel Hurtado, PE – Design Engineer; Marcos Padilla, PE - WQMP

Start/Finish: 6/2014 – Ongoing

Orange Grove Boulevard Resurfacing, On-call Project Management, City of Pasadena

Francisco Lujan – Project Manager; flujan@cityofpasadena.net; (626) 744-3703

Under On-call Project Management contract, Ardurra is providing engineering design services for the resurfacing of Orange Grove Boulevard from Lincoln Avenue to Lake Avenue (Segment 1, 1.3 miles), Wilson Avenue to Altadena Drive (Segment 2A, 1.7 miles), and Altadena Drive to Sierra Madre Villa Avenue (Segment 2B, 1.0 miles). The resurfacing method is Cold-In-Place Recycling (CIR) with an ARHM overlay for Segment 1 and a mill and fill for Segments 2A and 2B. Additionally, for Segment 2A, the existing curb will be replaced with curb and gutter.

Ardurra's responsibilities included ground survey necessary for design; curb ramp design; design of new curb and gutter and associated driveway reconstruction where there is currently only curb; design of reconstructed curb where gutter ponding is currently occurring; design of CIR and ARHM overlay; and preparation of quantities and construction cost estimates. The Orange Grove Resurfacing Project preserved and improved the overall quality of the road system in a cost effective and environmentally responsible way.

Ardurra Staff: Jose Hernandez, PE – Project Manager; Anissa Voyiatzes, PE – Engineering Services Group Leader; Joe Buckner, PE, PLS – Project Engineer; Miguel Hurtado, PE – Design Engineer

Start/Finish: 11/2017 – Ongoing

Randall Avenue Street Improvements, City of Rialto

Michael Tahan, Interim Public Works Director; mtahan@rialtoca.gov; (909) 262-4770

Ardurra is providing civil, survey, and traffic engineering design services for the development of detailed plan documents to address ADA deficiencies on Randall between Cactus and Riverside as well as improve circulation and accessibility at the intersection of Randall Avenue/Bloomington Avenue and Lilac Avenue. The phases of this project include: 1) Evaluation and Report Preparation; 2) Design of Traffic and ADA Improvements; 3) Design of Roadway Widening of Drainage Channel Widening to Improve Traffic Flow and Eliminate Roadway Hazard. The plan documents design for ADA improvements including but not limited to sidewalks, curb ramps, pedestrian push button locations, improvements to crosswalks for better alignment. The design also includes striping, channelization, signing, traffic signal alignment, and minor civil construction to address



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vehicular mobility. The work includes design for the extension of the culvert undercrossing, striping transition at the existing drainage channel on Randall Avenue and the intersection with Bloomington Avenue and Lilac Avenue.

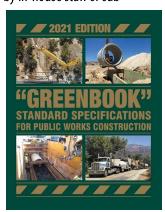
Ardurra Staff: Mark Lewis, PE, TE – Project Manager; Jose Hernandez, PE, QSD – Design Lead; Joe Buckner, PE – Project Engineer; Eli Farah, PE – Design Engineer; CL Surveying (sub) - Survey

Start/Finish: 6/2020 – 9/2021

4. Understanding of the Scope of Services

We understand the City's goal is to work with experienced and reliable civil engineering firm with strong leadership to assist the City's staff in providing civil engineering and surveying services for a wide variety of capital improvement projects. The City anticipates a steady amount of construction activity in the next three years for various public works infrastructure projects. And with the recent restructuring of the City's pension obligation debt, additional funds for critical infrastructure projects may become available. Some of the projects include rehabilitation of roads, alleys, curb, gutter, and sidewalks within the public right-of-way, as well as off-street improvements, such as rehabilitation of City parking lots. The successful firm will be responsible for all professional related civil engineering and surveying services, performed by in-house staff or sub-

contracted, in support of these projects and/or any other stand-alone projects. A review of the City's CIP program verified Ardurra is the perfect fit to provide design and survey services for all upcoming projects including the projects under the Streets & Transportation section. Our team has the experience and expertise to support the City's upcoming projects, including project and staff support services in Traffic and Transportation engineering.



The Ardurra team is also experienced in the design and administrative management for all funding sources used to support your CIP program. We have the management and

administration tools to develop construction documents for your funding sources including state, local, and federal funding.

Our client knowledge, combined with Ardurra's relevant experience on similar public works improvements makes us a perfect fit for this Civil Engineering, Surveying, and Professional Consulting Services contract. Our team members are well versed in all aspects of design/engineering/surveying and administration including, including project controls (estimating, cost and schedule), planning, QA/QC, change control and risk management. Ardurra brings knowledge and understanding of the latest version of APWA's Green Book, as well as the standard plans and specifications of the City of Huntington Beach.



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Ardurra's project manager, Mark Lewis, PE, TE is a proven public works leader who has a career's worth of experience in developing and delivering robust multi-disciplinary CIPs in a cost effective and time efficient manner with a keen eye toward cost controls and scheduling to ensure each project meets the City's expectations. As a licensed Traffic Engineer, Mark also leads the team in traffic and transportation engineering.

5. Resumes - Appendix

Resumes of our key staff identifying their extensive relevant experience, specific responsibilities, licenses, and certifications and can be found in the Appendix of this proposal.

Staffing

Ardurra's Program Manager, Mark Lewis, PE, TE is a proven leader with 36 years of engineering experience. Mark's ambitious career with the City of Fountain Valley (City) spans 35 years commencing as a college intern and advancing as director of public works/city engineer for 20 years. In that role, Mark oversaw and directed the design services for the City's Public Works Department.

Mark has extensive familiarity, knowledge and progressive management expertise in strategic planning, operational efficiency, financial planning, and human resources management. He applies an innovative approach in these key areas in addition to communication, funding procurement, asset management, capital improvement program development and implementation, project management and intergovernmental relations to deliver cost-saving solutions to all his projects.

Mark will be assisted by a team of **seasoned engineers** who have served as **civil engineers** for various complex projects that will provide public works civil engineering and surveying services as needed to meet the City's deadlines for these significant public works projects.

<u>Team</u>

Our organization chart found on the following page, lists all key individuals who will be working on civil engineering and surveying projects. We have included our proposed Program Manager, Mark Lewis, PE, TE, who will be the Ardurra's single point of contact for this service category.

Resumes of our key staff identifying their extensive relevant experience, specific responsibilities, licenses, and certifications and can be found in the Appendix of this proposal. We understand that upon award and during the contract period, if Ardurra chooses to assign different personnel to the project, we must submit their names and qualifications including information listed above to the City for approval before they begin work.



Professional Consulting Services

Organization Chart

Meeting the City's Goals

The Ardurra team experience and proven dedication on similar project types will enable us to effectively and efficiently manage and surpass the City's goals.

Engineering Services Group Leader, QA/QC Anissa Voyiatzes, PE, QDS, ENV SP 25 years experience

Civil Engineering

Jose Hernandez, PE 22 years experience

Lisette Bice, PE 15 years experience

Joe Buckner, PE, PLS 30 years experience

Eli Farah, PE 9 years experience

Miguel Hurtado, PE 9 years experience

Bob Merrell, PE 40 years experience

Andrea Mosqueda 3 years experience

Anthony Amada 2 years of experience

NPDES/WQMP/SWPPP

<u>Contract/Project</u> <u>Manager</u> Mark Lewis, PE, TE 35 years experience

Jose Hernandez, PE 22 years experience Teresa Kelley, PE 35 years experience Andrea Mosqueda 3 years experience <u>Surveying</u> Lam Le, PLS 20 years experience





Understanding and Methodology

Ardurra's **design team** specializes in and will provide high quality public works services to help the City successfully deliver public works improvement projects. As reflected in our proposal, much of our experience is for street reconstruction/ rehabilitation, complete streets, green streets, roadway and intersection widening, alley improvements, traffic and transportation engineering, hydrologic and hydraulic analyses and reports, sewer and storm drain improvements. Our experience is almost exclusively for local municipalities in Orange and Los Angeles Counties. Our qualifications and recent significant experience with similar projects under on-call contracts throughout Southern California will demonstrate our proven capabilities to deliver quality public works services. One of our design team's **discriminating factors** is our desire to understand project issues at the task proposal level, thereby providing the most appropriate personnel resource planning and level of effort, resulting in no unexpected surprises during the design and construction phases.

Ardurra's civil engineering design and surveying team is both experienced and technically current in the design, construction, rehabilitation, maintenance and funding of highways, roadways, traffic engineering, storm drains, and storm drain channels. In addition, our staff is fully versed in the planning and modeling of wastewater facilities, hydrology and hydraulic analysis and utility relocation. Our team has established and maintained effective working relationships with numerous local agencies in Southern California, including the Regional Water Quality Board, US Army Corp of Engineers, California Fish and Wildlife, cities of Pasadena, Manhattan Beach, Seal Beach, Anaheim, Brea, Long Beach, Pasadena, Whittier, La Habra, Downey, and Caltrans to name a few, as well as the City of Huntington Beach.

Ardurra's project managers bring **extensive professional project management experience** with some of Southern California's most significant capital and public works projects. The team is led by **Mark Lewis**, **PE**, **TE** whose experience includes design, program and project management public works engineering that incorporate sustainable design practices. Mark's project management approach, which has been key to his success, involves focusing on the needs of clients while staying flexible and adaptable through the life of the project. His proven approach and established stakeholder relationships, coupled with his comprehensive understanding of the key issues, make Mark a perfect fit for his role on this contract. Ardurra understands the nature of on-call contracts with the City, as well as the depth of resources required to properly service those contracts. While no project or task is identified in the Request for Qualifications, we have reviewed the current Capital Improvement Program and have developed our staffing approach to provide the City with our highly qualified design and management team dedicated to supporting a wide variety of engineering services concurrently. Once a task order is received, Mark and the task leaders will review the scope and provide the City with resumes of staff with the best mix of experience and expertise for the task assigned. Ardurra has a vast pool of resources and we are committed to providing



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appropriate staffing for each task order assigned through this contract. Moreover, we can bring on additional staff from other

offices throughout the company to meet critical deadlines and deliver our services on an accelerated schedule.

Ardurra has a history (both past and present) of providing services for large on-call contracts to several other agencies within the region. Because of this experience, Ardurra has a strong understanding of how to effectively address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced Task Managers to solve the needs of our clients in a timely manner.

Statement of Commitment

We understand Ardurra is expected to maintain our availability and ability to provide the service as set forth in our SOQ for the term of the contract and we issue our statement of commitment.

With a large contingent of local resources to draw from, the Ardurra project team can respond to whatever needs may arise. By effectively managing a balanced client workload among our staff, Ardurra can respond within a day to meet with the City. This helps keep the project momentum moving forward so that the Ardurra Team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to large municipal on-call contracts, **Ardurra has the technical expertise and experience to provide all project types as requested in the RFQ.**

Task Order Procedure Approach

Ardurra's keys to success on this on-call contract includes our responsiveness, understanding of the City's needs, capability and availability of qualified staff, and our historically successful comprehensive project management approach for on-call, multiple-task, multiple-year contracts.

Ardurra will commit sufficient resources to adequately handle varying workloads that may result from multiple task orders progressing simultaneously, but technical strengths and resources are only of value if those resources can be well managed. The Ardurra approach to effective project management starts with scope, schedule, and budget development, signed contracts, and kick-off meetings. The project management concepts for the duration of each task and the overall contract are then organized around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task. This effort does not end until the record drawings are completed and filed.

The Ardurra Team understands the importance of meeting deadlines in a timely manner. We commit to providing adequate staffing (both as to number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. Ardurra is the best fit firm for this contract able to scale up or down as needed with a focus on our unmatched responsiveness.



Professional Consulting Services

Using his knowledge and previous experience, our Project Manager, Mark Lewis, PE, TE, is prepared to respond to a variety of requests from the City to prepare and execute each task order to meet your diverse needs.

Through our current on-call contracts, we have developed a task order process that proven successful. It is an organized and streamlined approach for requesting, developing, and completing task order assignments. The purpose of this process is to be able to provide the City with teams available for multiple tasks off the on-call contract and a formal approach to respond to each task. Below is a summary of our proposed approach for completing the task orders.

Step 1 – Initial Meeting with City Project Manager and Task managers A meeting between the City's project

manager and the Ardurra manager to be assigned to the work will be setup. Mark will discuss the request with the City's

project manager and discuss your goals and expectations, key project issues, appropriate personnel from our team to be assigned, services needed, schedule, approximate budget available, and assumptions for completing the work order.

Step 2 – Develop Scope of Work and Team Mark will then coordinate with the appropriate key persons from our team, which may

include a multi-discipline team, to prepare and submit a proposal for

completing the work. Each team member will submit his or her scope to Mark. He will then combine the individual scope into an overall scope and proposal for review by City. This procedure has worked successfully on our current and past on-call contracts.

Step 3 – **Notice to Proceed** Once the task order is reviewed, negotiated, and executed, a notice to proceed will be given to Ardurra to begin work. If applicable, Ardurra will issue a subsequent notice to proceed to our subconsultant.

Step 4 – Monthly Coordination/Progress Meetings Meetings will be held at the appropriate frequency to keep City staff apprised of the progress of the work. Schedules will be developed and maintained to identify allowable work windows for completing project tasks and to keep the City's project manager aware of the project progress.

Project Management Approach

Ardurra's project management approach is derived from many years of experience and proven success and includes very specific strategies: **coordination**, **communication**, **and documentation**.



Ardurra provides several layers of quality control, assuring that all project needs are met.



SOQ to Provide On-Call Civil Engineering, Surveying and Professional Consulting Services

Coordination All task orders will require coordination. That can come in the form of coordination with other City departments, local agencies, and stakeholders. The Ardurra Team has years of experience with major on-call contracts with

other Southern California agencies, including the Orange County, Los Angeles County, City of Los Angeles, Pasadena, and Long Beach, and many others. These on-call contracts require similar coordination efforts in which Ardurra has established and maintained outside-agency contacts, coordinate the designs with their staff, and obtain the necessary approvals to move the project forward. This knowledge and understanding of working with other agencies will provide great benefit to you on each project.

Partnering with the City

Ardurra's goal is to be a true partner with the City and to ensure the City's project manager is always up to date on the status of each task so there are no surprises.

Understand the Project

Quality Management

Process

Budget Control

hedule Control

Communication Ardurra has a formal, proactive communication plan to share critical project information as soon as possible and to make sure there are no surprises. We continuously report progress, identify problems, assign priorities, receive feedback, and document progress. From project start-up through project close-out, we will prioritize our communication to make sure all required actions are documented and addressed in a timely manner. The City can be assured that both the City and all Team members will always be aware of the status. This level of coordination, coupled with the project progress meetings, helps avoid project issues and delays, and ensures that the project is on schedule and within budget. Ardurra has used this management approach with great success on all types and sizes of projects.

Documentation Proper documentation is critical for all projects. We have a thorough understanding of the document control procedures required for civil, and other types of projects for a variety of funding sources. Ardurra's document control management policies are prepared to comply with the City's requirements. Our typical monthly project progress reports include the status of deliverables, utility and outside-agency efforts, cost and schedule snapshot and analysis, issues discussion and recommended resolution actions.-Monthly progress reports will be tailored to the needs of the City for each project. In combination, Ardurra's tools and efficiency in coordination,

communications, and documentation will provide the City with a transparent process for the duration of the contract.

Quality Assurance and Quality Control Quality control and assurance will be an ongoing task throughout the duration of the project. By implementing a project specific QA/QC Plan, the quality assurance, and project specific checklists will be developed to ensure each step is accomplished. The quality control manager for the project ensures that



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all checklist items are addressed by the project manager. In addition to the quality control by the project manager, a quality control committee comprised of at least two registered engineers that are not involved in the project will review the project documents. The review committee will do a technical evaluation of the calculations, plans, cost estimate and the project specifications. The review comments are transmitted to the Project Manager during a subsequent meeting. The results of our in-house QA/QC Plan for the entire Ardurra team will be available for review by the City. We have the added benefit of providing constructability review by our construction management group as a standard practice. Their review comes from the Contractor's perspective and ensures the construction documents are synced to eliminate potential change orders.

Schedule Our project manager will prepare and maintain a Microsoft Project schedule. The schedule, task lists, deliverables, agency review time, and progress reports will be used to list each task in the project to enable our project manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that may have changed, and schedule updates, if needed.

E. Cost Proposal/Rate Sheet – Separate PDF Appendix - Resumes







APPENDIX - RESUMES





RESUMES for On-Call Development Review Engineering and

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Mark Lewis, PE, TE	Contract Manager/Project Manager
Education:	BS/1986/Civil Engineering/California State University, Long Beach
Registrations:	1992/PE/Civil/CA # C49335
	1992/TE/Traffic/CA # TR1637
	2001/PE/Traffic Operations Engineer/CA # 661
Professional Affiliations:	American Society of Civil Engineers; American Public Works Association;
	Institute of Transportation Engineers; American Water Works Association;
	City Engineers Association of Orange County;
	League of California Cities Public Works Officers Institute
Awards and Recognition:	2019 APWA Southern California Top Leader Public Sector
Years of Experience:	Entered the profession in 1985

Professional Consulting Services

Mark Lewis, PE, TE, is a proven leader with 36 years of engineering experience. Mark's ambitious career with the City of Fountain Valley (City) spans 35 years commencing as a college intern and advancing to his most recent position as director of public works/city engineer for the last 13 years. Mark has extensive familiarity, knowledge and progressive management expertise in strategic planning, operational efficiency, financial planning, and human resources management. He applies an innovative approach in these key areas in addition to communication, funding procurement, asset management, capital improvement program development and implementation, project management, development review and economic enhancement, and intergovernmental relations to deliver cost-saving solutions and revenue enhancements to all his projects. Mark has secured more than \$60 million of local, federal, and state grants to fund a capital program that resulted in the City being known for its high-quality streets, world class sports park and recreational center. Also, Mark directed a fiscally sustainable utility enterprise to provide high quality and reliable water, sewer, and drainage infrastructure. Mark's additional and notable accomplishments include chairing the Orange County Transportation Authority (OCTA) Technical Advisory Committee (TAC) and Technical Steering Committee (TSC) on four separate occasions. He participated in drafting language for OCTA Measure M2 and met with government and business leaders throughout its development and ultimate passage. Mark has also been the chair of the Laguna Beach Water Commission, president of the OC City Engineers Association and president of OC Traffic Engineering Council.

RELEVANT EXPERIENCE

Randall Avenue Street Improvements, City of Rialto, CA. Program/project manager leading the design team in a three phased/three contract approach by: 1)evaluating Randall Avenue street improvements for traffic, ADA, and construction quality concerns by developing a strategic plan report; 2) directing the design effort to prepare plans for improvement, and coordinating with the City, including the city manager, city attorney, mayor pro tem, and the City's ADA consultant; 3)



Professional Consulting Services

preparation of plans to widen the remaining section of roadway over a flood control channel to improve traffic flow and ADA access while eliminating a roadway hazard.

Utilities Management Support, City of Huntington Beach, CA. Project manager responsible for providing organizational analysis and recommendations, assisted with development of the Capital Improvements Program (CIP) and coordinated with supervisors and superintendents relative to operational and capital issues.

Traffic Engineering Support, City of Lake Forest, CA. Project manager providing additional municipal engineering assistance with traffic operations, traffic engineering and transportation management for capital improvement projects. Responsibilities included developing traffic engineering policies, traffic commission agenda reports, reviewing development projects as they relate to traffic impacts, school traffic programs, daily traffic engineering questions/concerns.

Director of Public Works/City Engineer, City of Fountain Valley, Fountain Valley, CA.* As public works director/city engineer, responsible for overseeing the daily operation of 76 (now 59) full time employees, multiple contract maintenance service agreements, an annual \$7-million general operating budget, an \$11-million water utility operating budget and a capital improvement budget that ranged from \$10 to \$20 million annually. The City is a full-service city with a population over 55,000. There are 220 full time employees, up to nearly 100 part time employees and an annual \$44-million General Fund operating budget. The City delivers high quality, fiscally responsible public services that feature strong public safety, well maintained public infrastructure, progressive business development to preserve and enhance City revenues, diverse community programs and a high quality of life in the City's neighborhoods. Key accomplishments included but not limited to:

- Reorganized the public works department to utilize the economic value of the private sector combined with high quality, well-trained City forces resulting in a 25 percent reduction in City work forces, more than \$1.5-million savings in personnel costs while maintaining a high-level service.
- Collaboratively worked on the City's Crossings Specific Plan to provide economic enhancement through re-development opportunities.
- Collaborated with other department heads and City Council on Strategic Plan Goals and Objectives and aggressively pursued completion of several identified Council priority items.
- Secured more than \$3 million from OCTA for staff and consultant resources for I-405 project interface. Also, through
 valuable institutional knowledge of previous freeway agreements was able to ensure all utility relocation costs associated
 with I-405 are 100 percent funded by OCTA, saving the City several million dollars.
- Innovative and aggressive financial budgeting and funding strategies to secure over \$50 million in Measure M, state, and federal funding for transportation.

* Work performed prior to joining Ardurra



2 | APPENDIX - RESUMES

Professional Consulting Services

Anissa Voyiatzes, PE, QSD, ENV SP	Engineering Services Group Leader, QA/QC
Education:	BS/1993/Civil Engineering/California State University, Chico
Registrations:	1997/PE/Civil Engineering/ CA #57710
Certifications:	Envision Sustainability Professional/Institute for
	Sustainable Infrastructure
	Qualified SWPPP Developer/California Stormwater
	Quality Association
Professional Affiliations:	American Society of Civil Engineers; American Public
	Works Association
	American Council of Engineering Companies
	California City and County Engineers Association
Years of Experience:	Entered the profession in 1994

Anissa Voyiatzes, PE, QSD, ENV SP, has 26 years of experience in civil engineering planning, design, staff augmentation, program and project management for transportation and public works facilities. These projects have included bikeway, roadway widening, rehabilitation, ADA compliance evaluation and improvements, complete streets and streetscape projects, utility engineering, site grading, traffic engineering, flood control facilities, drainage systems, sewer, and water systems, parking lots and retaining walls. She specializes in public works engineering that incorporate sustainable design practices.

RELEVANT EXPERIENCE

Long Beach Pedestrian Accessibility Improvements Design, Long Beach, CA. Senior project manager responsible for evaluation and design of curb ramps to support the Citywide Curb Ramp program. Anissa previously managed the development of the City's Self Evaluation/Transition plans and is continuing that work with the citywide implementation for the placement and upgrade of all curb ramps at approximate 22,000 locations. The project includes ramp evaluation for ADA compliance, schematic and final design, and cost estimating.

2019 Cycle 1 Residential Street Improvements City of Manhattan Beach, CA. Senior project manager responsible overseeing the design and management for 5 miles of street improvements at various locations around the city. Design work included pavement rehabilitation, curb and gutter construction, sidewalk construction, and driveway construction. The project also included reconstruction of 61 curb ramps.

Plaza del Amo at Western Mobility Enhancement, T-177, City of Torrance, CA. QA/QC manager for the preparation of construction documents for the roadway widening of Plaza del Amo from 223rd Street to Western Avenue to improve circulation and safety. Improvements include widening of the roadway on the north side, addressing roadway and stormwater deficiencies,



Professional Consulting Services

restriping, curb and sidewalk and ADA compliant ramp upgrades. Processed Caltrans Encroachment Permit for modifications and improvements at Western.

Work performed prior to joining Ardurra:

Complete Streets Program, (TOS 38), City of Los Angeles, CA. Senior project manager in support of HNTB for the City's Complete Street Program that intended to implement Vision Zero, green infrastructure elements and the roadway rehabilitation of 22 miles of roadway. Meticulous planning and coordination were needed to manage the multiple design teams, disciplines, and City departments to achieve the City's goals, objectives, and aggressive schedule.

Staff Augmentation, City of Long Beach (2018):

- Project manager for the Willow Street Pedestrian Improvement project. The project includes a variety of engineering
 and project management services to define the project, coordinate with the design consultant, and deliver the project
 through the City's Capital Improvement process. Ms. Voyiatzes is managing the project in collaboration with City staff
 and administrative processes.
- Plan check services. Ms. Voyiatzes has provided on an on-going, as needed basis, plan check services for a variety of projects ranging from roadway rehabilitation, parking lot replacement, site demolition, alley improvements, and beach stairway replacement projects.
- Funding Facilitation Services. Preparation of the project description, cost estimates, applications, funding and documents. The objective is to secure potential funding of design services for the Anaheim Street Bridge Replacement Project. Potential funding sources include Highway Bridge Program, and the Metro I-710 Early Action Projects Program.
- Update the City of Long Beach Standard Plans. Ms. Voyiatzes' is coordinated and facilitated the process to update the City Standard Plans.

Staff Augmentation for Design Support and Construction Engineering Services (TOS No 111), City of Los Angeles, CA. Senior project manager and Program Manager for the overall management of the TOS 111 Staff Augmentation Program. Anissa provided design support in the form of both on-site and off-site design staff for approximately 10 ATP grant funded projects. **Rosecrans Avenue Arterial Improvement Project, City of Gardena, CA.** Project manager for this \$4-million, Measure R funded project. The project consisted of work across the entire width of the right-of-way along the two-mile length of this major arterial crossing the City of Gardena. Project work included removal of the center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, mill and overlay asphalt concrete pavement and signage and striping.



Professional Consulting Services

Jose Hernandez, PE, QSP	Project Manager
Education:	MBA/2005/ California State University of Long Beach, Long Beach, CA
	BS/1998/Civil Engineering, California State University of Pomona, Pomona, CA
Registrations:	2005/PE/Civil Engineering/CA #68384
Certifications:	California Certified QSD/QSP: No. 024024
Professional Affiliations:	Previous Vice President of Technical Groups, Los Angeles Section of ASCE
	Chair, ASCE LA Section - Coasts, Oceans, Ports, Rivers, Institute – 2015-17
	Vice-Chair — 2014-15; Treasurer — 2013-14; Secretary, 2012-13
Awards and Recognition:	ASCE Project of the Year 2016 (Airports and Ports), Port of Long Beach:
	West Basin Approach Borrow Site Project, Project Manager/Project Engineer
	ASCE Project of the Year 2015 (Urban and Land Development), Century Villages at
	Cabrillo: Gateway Project, Long Beach, Project Manager
Publications:	Dredging for Beneficial Reuse-Improved Navigation, ASCE Publications, 2016
	Minimizing Disruptions During Shore Power Installation, ASCE Publications, 2013
Years of Experience:	Entered the profession in 1998; Ardurra year of hire – 2020

Jose Hernandez, PE, QSD/P began his successful career as an intern for Caltrans District 12 while completing his undergraduate degree at California State University of Pomona in Pomona, CA. Jose has most recently served as senior project manager for a private consulting firm responsible for overseeing projects of varying size and complexity through design, permitting and construction. He has provided his expertise to clients including the Port of Long Beach, the City of Long Beach and the Cities of Rialto, Santa Clarita, Ontario, and Palmdale. Jose's accomplished projects have won ASCE Project of the Year for Airports and Ports and for Urban and Land Development.

RELEVANT EXPERIENCE

As-Needed Engineering Design Services for Various CIP Projects, City of Brea, CA. Engineering Design Ardurra is providing as-needed design and civil engineering services for the City's capital improvement projects that include street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Projects to date include design services for the Country Lane Street Rehabilitation CIP 7323 project and a Feasibility Study for the Berry Street Sidewalks CIP 7324 project. Jasmine Storm Drain Low-Flow Diversion Design, Capital Program Management, City of Laguna Beach, CA. Project Manager overseeing the design of a low-flow system design for the Jasmine Street Storm Drain project. The project design includes diverting urban flows toward a trash collection system and a sewer diversion device.



Professional Consulting Services

On-call Civil Engineering Services for Various Public Works Projects, City of La Habra, CA. Project manager and QA/QC for providing professional engineering services on an as-needed basis in support of the La Habra Engineering Division on a variety of Public Works Department projects for the FY 2017-2021. Typical projects that Ardurra has worked on include residential street rehabilitation; intersection widening; curb, gutter, and sidewalk replacement; storm drain improvement; and waterline upgrades.

Three Arterial Rehabs - Prepared construction documents for three miles of arterial street rehabilitations including all plans, specifications, and estimates for bidding and construction of the proposed improvements. The intent of this project is to renovate roadway pavement and reconstruct deteriorated concrete improvements. La Habra Boulevard (Valley Home Avenue to Beach Boulevard), Cypress Street (La Habra Boulevard to Whittier Boulevard), and Palm Street (La Habra Boulevard to northerly City limits) - Prepared PS&E for approximately two miles of street rehabilitation for these three arterial streets. The roadway rehabilitation treatments varied from R&R damaged sections of asphalt concrete pavement; cold mill and fill with base and surface course AC, to Type II slurry.

Pedestrian Accessibility Improvements Design, City of Long Beach, CA. Quality control for the design of the curb ramps for the City's ramp program. As of fall 2020, contributed to the design of approximately 130 ramps throughout the City.

Senior Project Manager, Various Public Agencies, Southern CA. Senior project manager for Ardurra providing project support for a wide range of roadway improvement projects including.

- Plaza Del Amo, Torrance, CA: Provided QA/QC for Plaza Del Amo drainage design portion of the project.
- Atherton Avenue, Outer Circle Drive, Santa Fe Avenue, Street Improvements, Long Beach, CA: QA/QC manager overseeing roadway improvements for multiple roadways in the City of Long Beach. Improvements include new medians, ADA ramps, and new sidewalks.
- Hesse Park Parking Lot Improvements, Rancho Palos Verdes, CA: Provided drainage design for the parking lot improvements, mitigating ponding within the drive aisles of the parking lot.

Randall Avenue Roadway Improvements, City of Rialto, CA. Design manager for this project that involved developing ADA improvements along a stretch of roadway almost a mile long. The project included sidewalk improvements, including ADA ramps, striping improvements, and traffic signal improvements. The project involved coordination with residents and City staff. I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and Plans, Specifications and Estimates (PS&E) Phase III, City of La Cañada Flintridge, CA. Quality control manager for this project that involved developing construction plans, specifications, and estimates (PS&E) for soundwalls SW 311, SW 335, and SW 336 located along the I-210 freeway. The project has included sound wall design along a hillside slope, several edge of travel ways, and over bridges. As part of this design, the project has involved significant coordination with the City of La Canada Flintridge, Caltrans, and the design team.



Professional Consulting Services

Teresa Kelley, PE	Project Manager
Education:	BS/1982/Civil Engineering, Michigan Technological University
Registration:	PE/Civil/CA #39532
Years of Experience:	Entered the profession in 1982

Teresa Kelley, PE, has 38 years of engineering and project management experience. She has a demonstrated history of managing projects with a variety of stakeholders, and producing accurate and timely plans, specifications, and estimates (PS&E) and technical reports. Her technical experience includes preliminary engineering, preparation of PS&Es, engineering reviews, quality control plan reviews, project studies, project approval reports and environmental report development and has produced final documents for construction and construction management. During her years of management and technical experience she has had the opportunity to perform plan checks, reviews and/or design projects involving landscaping and irrigation, right of way mapping, hydrology and hydraulic designs, NPDES permit requirements, BMP requirements, SWPP and WPCP's, local street, highway and freeway improvements, and traffic engineering related to phasing, staging, and striping. While performing these checks, reviews and designs she has had to familiarize herself and gain knowledge of numerous local, state and federal agency's procedures, policies, design standards, guidelines and municipal codes.

RELEVANT EXPERIENCE

I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and Plans, Specifications and Estimates

(PS&E) Phase III, City of La Cañada Flintridge, CA. Project manager for the design of three (3) separate sound walls along the I-210 freeway. The project has included sound wall design along a hillside slope, several edge of travel ways, and over bridges. As part of this design, the project has involved significant coordination with the City of La Canada Flintridge, Caltrans, and the design team.

I-210 Soundwall Improvements Phase II Project Management, City of La Cañada Flintridge, CA. Project manager responsible for overseeing the \$5-million supplemental NBSSR, final design and construction of three soundwalls, S338, S341 and S310 east along the I-210 freeway for the City of La Cañada Flintridge. Responsibilities included coordinating and preparing exhibits, agendas, and minutes for all meetings for the project including, PDT, City, and community meetings and preparing City Council reports. During design and construction phases, served as the lead liaison for the City when working with the community and with private property owners in support of easements. Completed PS&E plan checks. During the Bidding phase processed RFI's, evaluated bids, and checked references. Responsibilities also included shepherding environmental compliance, permits, project document control, processing progress payments with Caltrans and Metro, and project scheduling. In addition, during the construction phase responsibilities included tracking and responding to RFIs,



Professional Consulting Services

reviewing and processing contractor invoices, negotiating and preparing and processing change orders and overseeing construction inspection.

On-call Municipal Engineering Services, Opportunity Studies Area (OSA) Projects, City of Lake Forest, CA. Lead plan check reviewer for a multi-year contract with the City to provide services for review of land use development applications and plan check reviews for proposed developments. Project plan check reviews for development of the City's Opportunity Studies Area (OSA), which is comprised of five developments totaling over 3,800 housing units, include rough grading; precise grading; street and storm drain improvements; park development; street improvements, hydrology, and hydraulics reports and WQMPs. In addition, assist the City with preparation of updating standardized plan check criteria for grading, hydrology, and hydraulic reports, WQMP's, street and storm drain submittals, and implementation of electronic plan check submittal and review procedures.

City of Lake Forest, CA. Lead plan check reviewer and PS&E constructability reviewer for the City's \$50-million Civic Center. The project includes multiple plan checks and multiple PS&E packages. The plan check reviews include, hydrology and hydraulics reports, WQMPs, rough grading, precise grading, erosion control plans, MSE walls, landscaping and irrigation and street, utility, and storm drain improvements. The PS&E constructability review packages include the rough grading and MSE wall phase; street, storm drain and utilities phase; restoration, landscaping, and irrigation phase; striping, signal and lighting phase; and building pad precise grading, drainage, parking lot and utility phase.

City of Tustin, CA. Plan check manager and reviewer providing plan check reviews for proposed developments that included reviews of the hydrology and hydraulic analyses, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping, and planting, WQMP, sewer and water plans. In addition, assisting the City with updating and preparing standardized plan check criteria for grading, hydrology, and hydraulic reports, WQMPs, street and storm drain submittals.

City of Seal Beach, CA. Plan check manager and reviewer providing plan check review for a 30-unit development and park that includes review of the hydrology and hydraulic analysis, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping, and planting, WQMP, sewer and water plans. This project is in an environmentally sensitive area and required California Coastal Commission approval which requires scrutiny to ensure conditions of the Commission's approval are adhered to.

Building/Safety & Engineering and Inspection, On-call A/E Services for Orange County Development Services, CA. Serves as plan check manager for this as-needed engineering plan check review and inspection services contract with the County of Orange. The term of this contract is for three (3) years renewable for two additional years upon approval by the County Board of Supervisors.



Professional Consulting Services

Lisette Bice, PE, QSD, ENV SP	Project Manager
Education:	BS/2004/Civil Engineering/ California State University, Long Beach
Registrations:	2014/PE/Civil Engineering/CA #83157
Certifications:	Qualified SWPPP Developer (QSD); Qualified SWPPP Practitioner
	(QSP) #83157
Professional Affiliations:	Current Vice President of Technical Groups, Los Angeles Section of
	American Society of Civil Engineers (ASCE) Chair, Coasts, Oceans, Ports and
	Rivers Institute (COPRI); American Public Works Association (APWA)
Years of Experience:	Entered the profession in 2004; Firm year of hire - 2019

Lisette Bice, PE, QSD, ENV SP is a dedicated civil engineer highly skilled in all phases of public works engineering projects. Lisette's expertise includes planning and design of streets, right-of-way engineering, pedestrian and cyclist safety improvements, grading, sewer, water, and storm drains, identifying seismic and geometric deficiencies, preparing erosion control plans, SWPPP and permitting. As project manager, Lisette has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles County and for the Port of Los Angeles (POLA). She successfully completes projects within budget and on schedule. Responsibilities and expertise include:

- Manages major public works infrastructure projects and professionally coordinates stakeholders and complicated interdisciplinary management.
- Supervises/prepares engineering plans, specifications, and estimate (PS&E) for grading, utilities, road widening and site plan projects.
- Identifies project issues and develops solutions with clients, stakeholders, contractors and subconsultants.
- Negotiates scopes and fees, develops and processes change orders, monitors budget, and schedules and ensures timely invoicing.
- Facilitates and presents project information at community meetings, conferences, and governmental agencies.
- Develops on-going marketing plans and remains actively engaged in technical proposal writing.
- Performs civil design calculations (i.e., grading, drainage, utility design, etc.)
- Manages project staff and mentors junior design staff in basic engineering procedures and techniques.

RELEVANT EXPERIENCE

Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue) Project manager responsible for engineering and design services for a \$10 million pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor. The project consists of

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Professional Consulting Services

complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features for improved mobility and safety. Project also included the reconstruction of 12 catch basins and obtaining permits from the flood control district.

Staff Augmentation - Project Management and Plan Check Services, City of Long Beach, CA.

- Delta Bike Boulevard Project. The \$3 million-dollar project includes Class II and Class III bike lanes and shared lane markings, traffic circles, a roundabout, pavement repairs, a new traffic signal and wayfinding signage from Harbor Avenue from 10th Street to 20th Street, and Delta Avenue from 20th Street to Wardlow Road (approximately a three-mile corridor). The project is funded through ATP grant and local match. Lisette managed the project and grant funding in collaboration with City staff and design consultant.
- **"8 to 80" Project.** The City received ATP funding more than \$6 million dollars to create facilities aimed at improving safety and removing mental barriers to walking /cycling for residents, workers, students, schoolchildren and visitors to the City of Long Beach. The 8-80 project will provide bike boulevards along two corridors located within the City (four miles), as well as a road diet (one mile) with buffered biked lanes. Treatments include traffic circles, roundabouts, new traffic signals, bulb-outs, bridge ADA upgrade, signing, striping, pavement repairs and wayfinding signage. The project is currently in concept phase. Lisette is responsible for managing the project and grant funding in collaboration with City staff and design consultant.
- **Studebaker Road/SR-22 Westbound On/Off Ramp Project.** The project will realign the SR-22 westbound on/off ramps at the intersection of Studebaker Road and will provide an additional residential road to access adjacent neighborhood. The project includes new roadway alignments, landscaping, LID's, right-of-way acquisition and stakeholder coordination. The project is being administered by the City with Caltrans oversight and is currently in environmental phase. Responsible for managing the project in collaboration with City staff and design consultant.
- Plan check services for Wireless Telecommunication Facilities and Fiber Optic. Provides on-going plan check services for the City's newly adopted municipal code for small cell wireless facilities. Lisette works with vendors to interpret the municipal code, prepare plans in accordance with the code, and acts as a liaison to City staff. In addition, Lisette performs plan check for fiber optic applications under the current excavation permit.



Professional Consulting Services

Joe Buckner, PE, PLS, QSD	Project Engineer
Education:	BS/1986/Civil Engineering/California State University, Fullerton
Registration:	1989/PE/CA #45531; 1995/PLS/CA #7206; QSP/QSD
Years of Experience:	Entered the profession in 1986; Ardurra year of hire – 2013

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in the planning and design of streets, highways, and freeways, highways and arterial streets, right-of-way engineering, grading, sewer, water, and storm drains. As project engineer, Joe has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles and Orange Counties. Joe has substantial experience with engineering of public works improvements, CAD drafting and preparing survey and right-of-way legal mapping.

RELEVANT EXPERIENCE

Randall Avenue Roadway Improvements, City of Rialto, CA. Project engineer for this project that involved developing ADA improvements along a stretch of roadway almost a mile long. The project included sidewalk improvements, including ADA ramps, striping improvements, and traffic signal improvements. The project involved coordination with residents and City of Rialto staff.

Orange Grove Resurfacing Project, City of Pasadena, CA. Project engineer for the preparation of PS&E for approximately 4 miles of roadway segment. The project included the introduction of Cold in Place (CIP) recycling for a 1-mile segment, with the remaining being a convention mill and fill utilizing asphalt rubber hot mix (ARHM). Field walks were performed to identify nonstandard ADA compliant curb ramps, broken curb & gutter, sidewalk, and failed AC pavement. The project included the design of over 70 curb ramps to provide ADA compliance.

Long Beach ADA Ramp Packages, City of Long Beach, CA. Project engineer responsible for the design of non-standard curb ramps as part of our On-Call engineering contract for the City. Currently, the contract consists of 5 ramp packages totally over 150 ramps. Detailed field surveys and field walks were performed. The field walk consisted of using a 360 camera to capture the existing conditions for each ramp location. Ramp designs and details were performed for each ramp location. In some instances, the ramp improvements extended beyond the ramp to correct localize drainage deficiencies. (2020-ongoing)

As-Needed Engineering Design Services for Various CIP Projects, City of Brea, CA. Project engineer for as-needed design and civil engineering services for the City's capital improvement projects that include street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Projects to date include design services for the Country Lane Street Rehabilitation CIP 7323 project and a Feasibility Study for the Berry Street Sidewalks CIP 7324 project.



Professional Consulting Services

Jasmine Street Storm Drain, City of Laguna Beach, CA. Project engineer for the preparation of PS&E for the conceptual and final design for the Jasmine Street storm drain improvements in the City of Laguna Beach. The recommended alignment accomplished the following: allowed for intercepting the upstream-most culvert that outlets onto private property; collects runoff on an interim basis from the adjacent drainage basin; and takes advantage of the existing downstream culverts which outlet directly to the beach. The project included a hydrologic and hydraulic analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions and an Encroachment Permit was required from Caltrans.

Three Arterial Street Habilitations (La Habra Boulevard, Cypress Street, and Palm Street), On-call Civil Engineering Services for Various Public Works Projects, City of La Habra, CA. Project Engineer responsible for PS&E for the rehabilitation of approximately 2 miles of roadway. The project included field surveys, field walks for replacement of failed PCC and AC improvements, preparation of striping plans, specifications, and cost estimate.

Lincoln Avenue Widening Design, On-call Engineering and Design Services for Public Works Projects, City of Anaheim, CA. Project engineer providing ROW and engineering design services for the Lincoln Avenue Widening project, which will widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project includes the design of median, street, traffic, storm drain, landscape, and private property improvements as well as the preparation of an alignment study, traffic study, legal descriptions, and a Water Quality Management Plan. Responsible for the preparation of permanent dedications for street right of way and for temporary construction easements.

McBean Parkway Widening and Median Improvements, City of Santa Clarita, CA. Project engineer responsible for preparation of an updated concept plan, final plans, technical specifications, and estimate (PS&E) for proposed street improvements of the McBean Parkway, a major six-lane arterial highway in the City of Santa Clarita. Construction documents include street widening to accommodate dedicated right turn lanes; rehabilitation of asphalt pavement, relocation of utilities, as necessary; median island landscaping, catch basin/storm drain reconstruction, the replacement of striping, pavement markings and signage, replacement of detector loops, and adjusting utilities to grade.

Airport and Beach Parking Lot Repaving, City of Santa Monica, CA. Senior engineer for preparation of PS&E to resurface, stripe and implement access improvements for the Airport Administration Building Parking Lot and the Beach Parking Lot 55. For the Airport Administration Building parking lot, Ardurra prepared parking lot improvement plans to cold-mill and overlay the parking lot with ARHM, a striping layout in compliance with current regulations and airport management input, ADA access improvements, and a phasing plan that was developed in coordination with the building tenants impacted by the construction.



Professional Consulting Services

Eli Farah, PE	Project Engineer
Education:	BS/2012/Civil Engineering/University of Damascus, Damascus, Syria
Registrations:	2019/PE/Civil Engineering/CA #90120
Certifications:	Construction Project Management, 2013
Years of Experience:	Entered the profession in 2012; Ardurra year of hire – 2020

Eli Farah, PE has nine years of experience in design and production that includes but is not limited to geometric design, and development of major highways, local streets, bicycle, and pedestrian facilities. In addition to providing quality content for plans, specifications, and estimates (PS&E) packages with timely delivery and within budget constraints, Eli has worked on a variety of civil engineering projects focusing on the planning and final design of major transportation projects in compliance with local, state, and federal standards and procedures.

RELEVANT EXPERIENCE

Randall Ave Street Improvements, City of Rialto, CA. Design engineer responsible for providing final design and construction plans that includes but not limited to demolition, layout, construction details, signing and striping plans for street improvements that includes but not limited to new sidewalks, curb ramps, driveways, and signal and pedestrian push buttons modifications. In addition to providing quantities take-off and final cost estimates.

I-210 Soundwalls, Phase III, City of La Canada, CA. Project engineer responsible for final design of Sound walls, and production of drainage, construction details and layout plans for PS&E. This project includes the final design of sound walls S311, S335 and S336 in addition to shoulder improvements La Cañada Flintridge city limits; and within Caltrans right of way on Interstate 210, the total length of the propose sound walls is approximately 5371ft.

(Prior to joining Ardurra)

SR-4 Widening (Morello Ave to SR 242), CCTA, CA. Staff engineer responsible for the design of construction details, construction area signs, typical cross sections, summary of quantities, and pavement delineation plans for PS&E submittal to widen four miles of state highway to provide an additional lane in each direction including a managed lane facility in the eastbound direction. The proposed \$136 million improvements include widening of five bridge crossings, bridge replacement, drainage facilities, overhead sign structures, striping, pavement rehabilitation, safety lighting, and TOS upgrades.

SR-84 Widening & SR-84/I-680 Interchange Improvements (I-680 to I-580), ACTC, CA. Senior staff engineer responsible for design of construction details, typical cross sections, summary of quantities. The \$191 million project increases the efficiency of the transportation system along the SR 84 corridor through improvements that include roadway widening, bridge modifications, new retaining walls, overhead sign structures, drainage modifications, traffic signals, lighting, and installation of toll system infrastructure.



Professional Consulting Services

Miguel Hurtado, PE	Civil Engineering – Project Engineer
Education:	MA/2014/Public Administration/California State University at Fullerton
	BS/2009/Civil Engineering/California State Polytechnic University at Pomona
Registration:	2017/PE/Civil Engineer/CA #88091
Years of Experience:	Entered the profession in 2009; Ardurra year of hire – 2015

Miguel Hurtado, PE, is a design engineer with significant civil engineering experience. Miguel has been involved with pedestrian and streetscape enhancements in the City of Long Beach, roadway widening in the Cities of Anaheim, Santa Fe Springs and Whittier and served as design engineer for LA Metro's I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs that involved modification to raised medians, street widening and restriping. Miguel's expertise also includes PS&E preparation for the rehabilitation and reconstruction of streets, including pavement recycling experience using FDR and CIR. Miguel is proficient in AutoCAD, Civil 3D, inRoads and ArcGIS and has an in-depth knowledge of Southern California plan and specification criteria and standards.

RELEVANT EXPERIENCE

On-call Civil Engineering, City of Long Beach, CA. Design engineer for the preparation of PS&E for more than \$18 million in improvements since 2009 and is continuing to work with the City until at least 2017. The projects encompassed roadway, storm drain, parking lot, traffic, ADA, lighting, and landscape improvements and focused on many of the major roadways within the City. Specific projects include Seaside Way Storm Drain, Atlantic Avenue Bulbouts, Santa Fe Avenue Rehabilitation, Atherton Avenue Rehabilitation, 10th Street Rehabilitation, Alamitos Avenue Rehabilitation, 6th Street Bus Stop Relocation, Spring Street, Redondo Ave, and Magnolia Street.

- **ADA Enhancements.** Design engineer responsible for the design of curb ramp improvement for various ramp packages. Curb ramps are located throughout the city and design involved 5-scale details for each location.
- Atlantic Avenue Pedestrian Enhancements. Design engineer responsible for the design of pedestrian enhancements features such as bulbouts to minimize pedestrian crossing distances across Atlantic Avenue, 10 new ADA-compliant curb ramps and additional pedestrian lighting. The project limits are from 56th Street to 59th Street and consisted of plans, specifications, and cost estimates.
- Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue) Project
 engineer responsible for engineering and design services for a \$10 million pedestrian and streetscape enhancement
 project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor.
 The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian
 facilities, bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements,



Professional Consulting Services

construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features for improved mobility and safety. Project also included the reconstruction of 12 catch basins and obtaining permits from the flood control district.

• **10th Street Rehabilitation.** Project engineer responsible for the \$1.8 million rehabilitation of 10th Street between Orange Avenue and Cherry Avenue, and between Temple Avenue and Obispo Avenue. The project consists of construction/ reconstruction of curb ramps for ADA compliance, sidewalk, curb and gutter, and resurfacing roadway pavement.

I-210 Sound Wall Improvements, Phase III, City of La Cañada, CA. Design engineer for the preparation of plans for three separate sound walls that make up Phase II according to the Noise Barrier Study Report. Two sound walls were located on the shoulder of I-210 and a third sound wall was located at the top of an embankment at Caltrans/City Right of Way with each requiring separate design standards. Designed required regrading along the embankment, reconstruction of shoulder pavement, and reconstruction of freeway storm drain drop inlets. Design also included integration with existing freeway barriers and sound walls. On-call Civil Engineering Services for Public Works Projects, City of La Habra, CA. Design engineer for professional engineering services on an as-needed basis in support of the La Habra Engineering Division on a variety of Public Works Department projects for the Fiscal Years 2016-2021.

Annual Arterial Street Rehabilitation FY2019-2020 Design engineer responsible for design and roadway
improvements, new sidewalks, reconstructed driveways, and reconstructed curb ramps for the following projects: La
Habra Blvd (Valley Home Ave to Beach Blvd), Cypress St (La Habra Blvd to Whittier Blvd), and Palm St (La Habra Blvd to
North City Limits). The projects consist of pavement rehabilitation, slurry seal, reconstruction of curb ramps, sidewalk,
curb and gutter and pavement striping. The City's PMP Report identifies Cypress St. and Palm St. with a PCI of 48 and 42
respectively (poor condition) which would be addressed with a grind and overlay. La Habra Blvd has a PCI of 87 and
although it is considered very good, there are two areas on the north and south side of the street where a utility trench
is falling and needs to be addressed by full depth pavement reconstruction. The remaining area will be slurry sealed.

Country Lane Street Improvements, City of Brea, CA. Project engineer responsible for asphalt improvements on Country Lane, between State College Blvd and Lambert Rd., curb and gutter construction, sidewalk construction, curb ramp design and new striping.

Lincoln Avenue Widening, City of Anaheim, CA. Design engineer responsible for the widening of Lincoln Avenue, between East Street and State College Boulevard, pavement reconstruction, median island construction, curb and gutter construction, sidewalk construction, parkway construction, driveway construction and curb ramp upgrades.



Professional Consulting Services

Robert Merrell, PE	Project/Construction Manager, Inspector	
Education:	BS/1974/Civil Engineering/California State University, Long Beach	
Registration:	1976/ PE/CA #28100	
Years of Experience:	Entered the profession in 1973; APP year of hire – 2013	

Robert "Bob" Merrell, PE has an extensive career of more than 40 years in project design and construction management for public works improvements. His expertise includes design management and right-of-way coordination for projects involving the rehabilitation or widening of major arterials and collector streets, construction of storm drain facilities and improvements to community parks. Specific areas of expertise include storm drain facilities, regional channel improvements including a large debris dam, major arterial and collector street widening, railroad grade separations, freeway improvements and bridge projects. On behalf of cities throughout Southern California, he has also served as construction manager and inspector for various public works projects and as the engineer of record to advance the formation and use of community facilities and assessment districts.

RELEVANT EXPERIENCE

On-call Civil Engineering (Roadway), City of Long Beach, CA. QA/QC manager for the preparation of plans, specifications, and cost estimates for more than \$15 million in improvements since 2009 and is continuing to work with the City until at least 2017. The projects have encompassed roadway, parking lot, traffic, storm drain, lighting and landscape improvements and focused on many of the major roadways within the City including Market Street, Alamitos Avenue, Ximeno Avenue, Redondo Avenue, Atlantic Avenue, Pacific Coast Highway, Spring Street, Long Beach Boulevard, Carson Street, Los Coyotes Diagonal and Wardlow Street.

Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue). QA/QC manager for drainage design of a pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor. The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features for improved mobility and safety.

Jasmine Storm Drain, City of Laguna Beach, CA. Project manager for the preparation of the conceptual and final design, then final PS&E, for the Jasmine Street storm drain improvements. The recommended alignment accomplished the following: allowed for intercepting the upstream-most canyon culvert outlet that emptied onto private property; collects runoff on an interim basis from the adjacent drainage basin; and takes advantage of the existing downstream culverts which outlet directly



Professional Consulting Services

to the beach. The project included a hydrologic and hydraulic analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions and an Encroachment Permit was required from Caltrans.

Lincoln Avenue Widening, City of Anaheim, CA. Drainage manager for this City of Anaheim project that will widen Lincoln Avenue from a four to a six-lane divided roadway from East Street to Evergreen Street, improving the arterial level of service to "A," with a volume to capacity ratio of 0.53. The Lincoln Avenue improvements will ultimately reduce vehicular traffic congestion and enhance the traffic flow along the corridor. The project included the design of street, median, traffic, storm drain, landscape, and private property improvements as well as the preparation of an alignment study, traffic study, legal descriptions and a Water Quality Management Plan.

Del Cerro Park/Burma Road Entrance to Palos Verdes Nature Preserve ADA Access Improvements, City of Rancho

Palos Verdes, CA. Project manager for design engineering services to complete the City's ADA access improvements for the Del Cerro Park area near the Palos Verdes Nature Preserve. The project involved removing natural physical impediments to provide unobstructed mobility and access for the elderly and severely disabled adults. The CDBG program funded this project. The project entailed the construction of three ADA curb ramps, including curb and gutter along the ramps as well as 800 feet of new sidewalk to create pedestrian linkage to the PV Nature Preserve entrance. These improvements are constructed along Crenshaw Boulevard/Burma Road, between Park Place and Burrell Lane.

ADA Access Improvements Crosswalks in Area 1, City of Rancho Palos Verdes, CA. Project manager for the design and construction of eleven (11) sidewalk curb ramps at six (6) crosswalk intersections in Area 1 conforming to Americans with Disabilities Act (ADA) standards. The activity locations were Grayslake Road at Groveoak Place, Clint Place, Waukesha Place, and Finecrest Drive; Basswood Avenue at Ironwood Street; and Barkstone Drive at Ironwood Street. The CDBG program provided all funding for this project.

Palos Verdes Drive East Safety Improvements, City of Rancho Palos Verdes, CA. Project manager for development of roadway plan and profiles, drainage details, typical sections and cross-sections. Designed and prepared construction plans, specifications and estimates for safety improvements for Palos Verdes Drive East at Bronco. The federally funded project provided an off-road corridor for equestrian use and widened the curb lane to accommodate bicycle traffic.

Safe Routes to Schools (SRTS) Pedestrian Improvements at Four Schools, City of Santa Monica, CA. Project manager for engineering design services for the City of Santa Monica's Safe Routes to School (SRTS) Pedestrian program, which includes SRTS improvements at four schools: John Adams and Lincoln Middle Schools, Roosevelt Elementary School, and the Will Rogers Learning Community.



City of Huntington Beach

RESUMES for On-Call Development Review Engineering and

Professional	Consulting	Services

Andrea Mosqueda, EIT	Design Engineer
Education:	BS/2017/Civil-Environmental Engineering/Stanford University, Palo Alto, CA
Registrations:	2018/EIT/Civil/Credential ID 166289
Professional Affiliations:	Associate Member - American Society of Civil Engineers
	Interact Chair - Rotary Club of Placentia,
Awards and Recognition:	Member of the Stanford Seismic design team, which placed 2nd at the 2017
	Undergraduate Seismic Design Competition, hosted by the Earthquake Engineering
	Research Institute
Years of Experience:	Entered the profession in 2017

Andrea Mosqueda, EIT is currently pursuing her professional engineering license. Andrea has solid experience participating in design and water resources projects. With a tenacity to learn and apply acquired skills, Andrea seeks to grow into a well-rounded civil engineer and contribute to the betterment of infrastructure in the communities she serves. Andrea is bilingual in English and Spanish and possesses skills in concept development, hydrology, hydraulics, watershed modeling, water quality monitoring, public speaking, and volunteer management. She is proficient in multiple engineering software programs including ArcGIS, AutoCAD Civil 3D, HEC-RAS, WMS, and XPSWMM.

RELEVANT EXPERIENCE

Jasmine Storm Drain Low-Flow Diversion Design, Laguna Beach, CA. Project designer involved in the design of a lowflow system design for the Jasmine Street Storm Drain project. The project design includes diverting urban flows toward a trash collection system and a sewer diversion device. (2020)

I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and Plans, Specifications and Estimates (PS&E) Phase III, City of La Cañada Flintridge, CA. Design engineer for the design of three (3) separate sound walls along the I-210 freeway. The project has included sound wall design along a hillside slope, several edge of travel ways, and over bridges. As part of this design, the project has involved significant coordination with the City of La Canada Flintridge, Caltrans, and the design team. Andrea has played an integral role in this project. (2020)

Plaza del Amo at Western Mobility Enhancement, T-177, Torrance, CA. Project designer for the Street Improvements for Plaza Del Amo in the City of Torrance. The project consisted of widening the existing roadway, which involved pavement design, the relocation of an existing drainage inlet, and development of a drainage study. Andrea played a major design role in this project. (ongoing)



Professional Consulting Services

Anthony Amado, EIT	Design Engineer	
Education:	BS/2019/Civil Engineering/California State Polytechnic University, Pomona	
Registrations:	EIT/CA #169640	
Years of Experience:	Entered the profession in 2019; Ardurra year of hire – 2019	

Anthony Amado, a Cal State Polytechnic University, Pomona graduate and an EIT, excels in cost estimating and has worked with various programs including MicroStation, AutoCAD, InRoads, Civil 3D, AutoTurn, and Synchro Studio.

RELEVANT EXPERIENCE

On-call Civil Engineering, City of Long Beach, CA. The projects encompassed roadway, storm drain, parking lot, traffic, lighting, and landscape improvements and focused on many of the major roadways within the City. Specific projects include Seaside Way Storm Drain, Atlantic Avenue Bulbouts, Santa Fe Avenue Rehabilitation, Atherton Avenue Rehabilitation, 10th Street Rehabilitation, Alamitos Avenue Rehabilitation, 6th Street Bus Stop Relocation, Spring Street, Long Beach Boulevard, Carson Street, Los Coyotes Diagonal and Wardlow Street.

- Long Beach ADA Ramp Packages, City of Long Beach, CA. Design engineer responsible for the design of nonstandard curb ramps as part of our On-Call engineering contract for the City. Currently, the contract consists of five ramp packages totally over 150 ramps. Detailed field surveys and field walks were performed. The field walk consisted of using a 360 camera to capture the existing conditions for each ramp location. Ramp designs and details were performed for each ramp location. In some instances, the ramp improvements extended beyond the ramp to correct localize drainage deficiencies. Year started/completed. (2020-ongoing)
- Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue), City of Long Beach, CA. Design engineer for engineering and design services for a pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor. The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features for improved mobility and safety.

Design Services to Prepare Country Lane Street Rehabilitation PS&E (CIP 7323), City of Brea, CA. Design engineer for plans, specifications, and estimate (PS&E) for the street rehabilitation at Country Lane, CIP Project 7322. The grind and overlay method will be used to rehabilitate the streets in the Country Lane neighborhood.



Professional Consulting Services

I-210 Soundwalls Improvements, Phase III, Utility Coordination, City of La Cañada Flintridge, CA. Coordinated with utility agencies within the project area to obtain record plans. The project involved significant coordination with the City of La Cañada Flintridge, Caltrans, and the design team.

Wireless Telecommunication Facilities and Fiber Optic. Provides on-going plan check services for the cities of Long Beach and Lake Forest. The preparation of plans requires interpreting the municipal code and checking fiber optic applications under the current excavation permit.

Plaza del Amo at Western Mobility Enhancement, T-177, City of Torrance, CA. Design engineer for construction documents for the roadway widening of Plaza del Amo from 223rd Street to Western Avenue to improve circulation and safety. Improvements include widening of the roadway on the north side, addressing roadway and stormwater deficiencies, restriping, curb and sidewalk and ADA compliant ramp upgrades.

Temple Hills Sidewalk, City of Laguna Beach, CA. Design engineer for the addition of 1,500 feet of new sidewalk. This project consists of extending the Temple Hills sidewalk. The sidewalk extension will result in a new four-foot-wide sidewalk, curb and gutter and any necessary hand railings on one side of the street.

Feasibility Study for the Berry Street Sidewalk, City of Brea, CA. Design engineer for preparation of a feasibility study for an eight-foot-wide sidewalk on the east side of Berry Street between Lambert Road and Central Avenue.

Area 18-19 Residential Street Rehabilitation Project, La Habra, CA. This road and water rehabilitation project included various rehabilitation methods for the streets and preparation of construction documents for over 8 miles of roadway improvements, street resurfacing, and water main upgrades. Ardurra is preparing PS&E as required, for bidding and construction of the proposed improvements.

On-call Civil Engineering, City of Long Beach, CA. The projects encompassed roadway, storm drain, parking lot, traffic, lighting, and landscape improvements and focused on many of the major roadways within the City.



Professional Consulting Services

Lam Le, PLS CL Surveying and Mapping, Inc Project Surveyor	
Education:	Aerospace Engineering, California State Polytechnic,
	University Pomona
Registrations:	Professional Land Surveyor, # 8231, Expires 12/31/21
Year Entered Profession:	2007

Lam Le, PLS has more than 20 years of experience as a project manager, project surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, computer-aided design and drafting. Lam's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions and has done extensive title analysis for property establishment and ALTA Surveys.

RELEVANT EXPERIENCE

Palm Street Improvements, Ardurra Group, Inc., City of La Habra, CA. Project surveyor responsible for performing a field topographic survey as well as supplemental design surveys. Also provided the right of way legal descriptions. The project was located on Palm Street from La Habra Boulevard to the north city limits from back of walk to back of walk. Barton Road Bridge Removal Project and Road Construction Project, Private Consulting Firm, City of Colton, CA. Project surveyor responsible for performing a field topographic survey as well as supplemental design surveys. Also provided the right of way legal descriptions. The project consisted of the removal of the existing Barton Road Bridge and construction of a new road.

Newport Boulevard Widening Improvements, Private Consulting Firm, Costa Mesa, CA. Project surveyor responsible for performing a field topographic survey of Newport Boulevard from 19th Street to 17th Street. Design included widening southbound Newport Boulevard between 19th Street and Superior Avenue to address operational deficiencies and accommodate current and projected traffic volumes.

Limonite Gap Closure, Private Consulting Firm, Eastvale, CA. Project surveyor responsible for performing a field topographic survey along with street cross sections for the design of Limonite Avenue from Archibald to Hellman. Firestone Boulevard, Private Consulting Firm, Norwalk, CA. Project surveyor responsible for performing a field topographic survey along with street cross sections for the design of the widening of Firestone Boulevard from Hoxie Avenue to Imperial Highway. The design is for the widening of three lanes in each direction from Hoxie Avenue to Imperial Highway including an existing overpass of the Union Pacific Railroad line.



Professional Consulting Services

FY 18-19 Street Rehabilitation, Private Consulting Firm, Alhambra, CA. Project surveyor responsible for performing a field topographic survey for the design of 16 street segments in the City of Alhambra. We also provided the monument preservation on this project.

Chakemco Street Improvements, Private Consulting Firm, South Gate, CA. Project surveyor responsible for performing a field topographic survey of the road reconstruction of Chakemco Street from Wright Road/ Atlantic Avenue to Legacy Lane in the city of South Gate. We also provided the monument preservation on this project.

Valencia Drive and Basque Area Reconstruction, Private Consulting Firm, Fullerton, CA. Project surveyor responsible for performing a field topographic survey of the design for the street and sewer reconstruction on Valencia Drive and the Basque Area in the city of Fullerton. We also provided the monument preservation on this project.

FY 18-19 ADA Ramps Improvements, Private Consulting Firm, Rancho Cucamonga, CA. Project surveyor responsible for performing a field topographic survey of existing ramps at various project sites. There were 94 ramps that were not ADA compliant. Visible indications of surface utilities, trees, utility poles, luminaries, fencing, walls, sidewalks, hardscape, signs of edge of pavement lying within ramp and bus stop locations were located, as well as lip of gutter, flowline, top of curb and back of walk elevations. Survey also extended 15' beyond ramp's bcr/ecr.









HUNTINGTON BEACH

AF HIRE

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. <u>Hourly Rate</u>

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

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

C. <u>Billing</u>

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

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

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



March 18, 2021

Public Works Department Huntington Beach, CA

Subject: Rate Sheet to Provide On-Call Civil Engineering, Surveying, and Professional Consulting Services

Enclosed is Ardurra Group, Inc.'s Rate Sheet to provide on-call Engineering, Surveying, and professional consulting services to the City of Huntington Beach (City).

Please feel free to contact me at Ipenna@ardurra.com or (949) 428-1500, ext. 7102 or Mark Lewis, PE, TE should you have any questions or require additional information. We look forward to being invited to further discuss our team's qualifications and to work with the City on the successful delivery of these on-call projects.

Respectfully Submitted,

Ardurra Group, Inc.

Dina M. Pen

Lisa M. Penna, PE, F.ASCE, QSD

Vice President, Managing Principal

Point of Contact
Project Manager
Mark Lewis, PE, TE
3737 Birch Street, Suite 250
Newport Beach, CA 92660
M: (949) 677-0391
M. (J+J) 0/7-0JJ
F: (949) 258-5053

E. Rate Sheet

Ardurra Group, Inc.

Effective February 1, 2021 Standard Billing Rate Schedule for the City of Huntington Beach

Public Works West

Engineering Services

Staff	Hourly Rate
Principal	\$230
QA/QC Manager	\$205
Project Manager IV	\$210
Project Manager III	\$200
Project Manager II	\$185
Project Manager I	\$175
Project Engineer IV	\$185
Project Engineer III	\$160
Project Engineer II	\$150
Project Engineer I	\$140
Project Designer III*	\$135
Project Designer II*	\$120
Project Designer I*	\$110
CADD Drafter III*	\$125
CADD Drafter II*	\$115
CADD Drafter I*	\$105
Public Works Technician I*	\$105
Administrative Assistant	\$100

* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over 8 hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and Holidays.

Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, overnight postage or couriers, etc., are billed at actual cost plus five percent (5%) to cover overhead and administration. Mileage required for travel are billed at the allowable IRS mileage reimbursement rate.

Fees for subconsultant services: Billed at actual cost plus 5 percent (5%) to cover overhead and administration.

Exclusions to Scope and Fee: The following items are specifically excluded:

- · Legal advice
- · Specialized software (other than MS Office Suite and MS Project)
- · Expert witness services





2021 FEE SCHEDULE

FIELD SERVICES:

One-person survey party Two-person survey party Three-person survey party \$165 per Hour \$265 per Hour \$315 per Hour

There will be a minimum of 4 hours per day for all T&M work.

Hourly rates for field survey parties include normal usage of electronic distance measuring equipment and survey vehicle expenses.

Travel Time:

One-person survey party	\$85 per Hour
Two-person survey party	\$145 per Hour
Three-person survey party	\$205 per Hour

OFFICE SERVICES:

Project Manager (L.S.)	\$165 per Hour
Project Surveyor (L.S.)	\$145 per Hour
Survey Tech/CAD Drafter	\$125 per Hour
Project Assistant	\$ 60 per Hour
Project Manager Deposition and Court Hearings	\$240 per Hour

OTHER COSTS:

The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 200 percent of the standard hourly rates.

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lan F

Lam Le LS 8231 DIR: 1000007166 Exp. 06/30/22 DBE 38284 President

1269 Pomona Rd, #108 Corona, CA 92882

Bidder's List for Civil Engineering and Surveying - 2021

Company Name	Phone
Ardurra Group	949-677-0391
Aztec Engineering	714-599-2255
BKF Engineers	949-526-8478
Civil Works Engineers	714-966-9060
ERSC	909-890-1255
GHD Inc	949-585-5224
Hartzog and Crabill	714-731-9455
Hunsaker and Associates	949-583-1010
Infrastructure Engineers	714-940-0100
JMC2	310-241-6550
KPFF Consulting	949-252-1022
Mark Thomas and Company	805-701-9427
Merrell Johnson Engineering	760-240-8000
Michael Baker	949-330-4145
NV5 Inc	949-585-0477
Psomas	714-751-7373
Quantum Consulting	310-891-3994
RAK Development dba	
Kreuzer Consulting Group	714-656-0160
Stantec Consulting	949-923-6962
Sustura Inc	714-465-3157
Tait and Associates	714-560-8200
Tetra Tech	951-662-0788
WG Zimmerman	714-799-1700



CERTIFICATE OF LIABILITY INSURANCE

ABUYTENHUYS

DATE (MM/DD/YYYY)

ARDURRA-01

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City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability, and Professional Liability policies in accordance with policy terms and conditions.

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
	Dan Finese

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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CNA PARAMOUNT



Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs
 A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A**. through **I**. below.

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

A. Controlling Interest

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

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

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

B. Co-owner of Insured Premises

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

C. Engineers, Architects or Surveyors Engaged By You

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

- a. in connection with the Named Insured's premises; or
- b. in the performance of the Named Insured's ongoing operations.

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

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

D. Lessor of Equipment

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

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

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

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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

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

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

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

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

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

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

3. ADDITIONAL INSURED – EXTENDED COVERAGE

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

If the additional insured is:

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

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

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

4. BOATS

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

This exclusion does not apply to:

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

5. BODILY INJURY - EXPANDED DEFINITION

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

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

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

7. BROAD NAMED INSURED

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

- **3.** Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a Named Insured creating or acquiring the organization during the policy period,

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

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

But this BROAD NAMED INSURED provision does not apply to:

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

For the purpose of this provision, management control means:

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

8. CONTRACTUAL LIABILITY - RAILROADS

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

Insured Contract means:

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

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

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- **A.** A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:
 - 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - 2. All medical expenses under Coverage C,

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

B. All:

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

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

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE PER LOCATION** Provision, "location" means:
 - 1. a premises the Named Insured owns or rents; or
 - 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

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

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

12. IN REM ACTIONS

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

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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



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- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
 - i. add the following to the Employers Liability exclusion:

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

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

This insurance does not apply to:

Contractual Liability

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

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

- a. professional health care services on behalf of the Named Insured or
- **b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

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

a. Physician;

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

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

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

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

- iii. amend the definition of Insured to:
 - a. add the following:

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

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

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

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

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

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

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

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

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

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

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

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

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

B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

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

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

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

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

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

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- 15. LEGAL LIABILITY DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL
 - A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

- **D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:
 - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
 - a. \$500,000; or
 - **b.** The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:
 - (ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

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

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





Architects, Engineers and Surveyors General Liability Extension Endorsement

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
 - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
 - (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
 - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

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

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

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

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

19. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

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

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

- **B.** Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
 - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:





Architects, Engineers and Surveyors General Liability Extension Endorsement

This insurance does not apply to:

Knowing Violation of Rights of Another

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

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- **2.** add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

Provision 1. ADDITIONAL INSURED of this endorsement; or

attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
- B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS COVERAGES A AND B:
 - 1. Paragraph 2.d. is replaced by the following:
 - **d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

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



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

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

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

22. PROPERTY DAMAGE – ELEVATORS

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

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

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

24. SUPPLEMENTARY PAYMENTS

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

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

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

26. WAIVER OF SUBROGATION - BLANKET

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

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

1. the Named Insured's ongoing operations; or

2. your work included in the products-completed operations hazard.

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

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

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

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

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

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

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

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

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

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

Policy No: 6075640222 Endorsement No: Effective Date: 01/01/2021



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

All other terms and conditions of the Policy remain unchanged.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - **b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- **a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- **3.** Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- **4.** An "employee" of yours is an "insured" while operating an "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.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

- **1.** Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- **b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to Section III, Paragraph A.4.

- c. We will pay up to \$500 for loss to **Personal Property** which is:
 - (1) Owned by an "insured"; and
 - (2) In or on the covered "auto."

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

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to Section III, Paragraph A.4.:

- **d.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - **2.** Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 - **3.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- **a.** Any covered "auto" you lease, hire, rent or borrow without a driver; and
- **b.** Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- **c.** The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- **d.** A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6**.

Subject to the following, the "diminution in value" exclusion does not apply to:

- **a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- **c.** Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

- **d.** The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - **a.** An "auto" owned by that "executive officer" or a member of that person's household; or
 - **b.** An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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



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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

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

SCHEDULE

Name of Additional Insured Persons Or Organizations

Any person or organization with whom you are required to add as and additional insured or primary and noncontributory on this policy under a written contract or agreement. You must agree to these contracts prior to the date of loss.

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

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE 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.

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

Endorsement Effective Date: 01/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

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

Policy No: WC 6 75640253 Policy Effective Date: 01/01/2021 Policy Page: 34 of 50

SERVICE: On-Call Civil Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: RAK Development dba Kreuzer Consulting Group (KCG)

OVERALL RANKING: 1 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

• Written Proposal Score: Ave. of 88

KCG – Minimum Qualifications Review			
<u>Criteria</u>	<u>Total Weighted</u> <u>Score</u>	<u>Maximum</u> <u>Score</u>	
Proposal Clarity	9	10	
Qualifications	22	20	
Staffing Understanding and	20	20	
Methodology	12	15	
References and Background	10	10	
Interview	15	15	
Total	88	100	

II. DUE DILIGENCE REVIEW

KCG – Summary of Review

• Small but experienced civil design firm

KCG – Pricing

- Low end from \$50/hr
- High end to \$200/hr for Principal

SERVICE: On-Call Civil Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Stantec

OVERALL RANKING: 2 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

• Written Proposal Score: Ave. of 83

Stantec – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted</u> <u>Score</u>	<u>Maximum</u> <u>Score</u>
Proposal Clarity	8	10
Qualifications	21	20
Staffing Understanding and	20	20
Methodology	12	15
References and Background	9	10
Interview	13	15
Total	83	100

II. DUE DILIGENCE REVIEW

Stantec – Summary of Review

Good civil and surveying services. Worked with City
previously

Stantec – Pricing

- Low end from \$127/hr
- High end to \$241/hr for Principal

SERVICE: On-Call Civil Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: BKF Engineers

OVERALL RANKING: 3 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

• Written Proposal Score: Ave. of 79

BKF – Minimum Qualifications Review			
<u>Criteria</u>	<u>Total Weighted</u> <u>Score</u>	<u>Maximum</u> <u>Score</u>	
Proposal Clarity	9	10	
Qualifications	18	20	
Staffing Understanding and	20	20	
Methodology	12	15	
References and Background	10	10	
Interview	10	15	
Total	79	100	

II. DUE DILIGENCE REVIEW

BKF – Summary of Review

• Good design and street rehab experience

BKF – Pricing

- Low end from \$74/hr
- High end to \$255/hr for Principal

SERVICE: On-Call Civil Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Ardurra Group

OVERALL RANKING: 4 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

• Written Proposal Score: Ave. of 78

Ardurra – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted</u> <u>Score</u>	<u>Maximum</u> <u>Score</u>
Proposal Clarity	9	10
Qualifications	15	20
Staffing Understanding and	18	20
Methodology	14	15
References and Background	8	10
Interview	13	15
Total	78	100

II. DUE DILIGENCE REVIEW

• Interview Ranking:

Ardurra – Summary of Review

• Excellent staffing experience

Ardurra – Pricing

- Low end from \$100/hr
- High end to \$230/hr for Principal

SERVICE: On-Call Civil Engineering

SERVICE DESCRIPTION: Engineering support for City's annual Capital Improvement Program projects.

VENDOR: Psomas

OVERALL RANKING: 5 out of 23

SUBJECT MATTER EXPERTS/RATERS:

1. Principal Civil Engineer 2. Senior Civil Engineer 3. Contract Administrator

I. MINIMUM QUALIFICATIONS REVIEW

• Written Proposal Score: Ave. of 77

Psomas – Minimum Qualifications Review		
Criteria	<u>Total Weighted</u> Score	<u>Maximum</u> <u>Score</u>
Proposal Clarity	9	10
Qualifications	18	20
Staffing Understanding and	20	20
Methodology	10	15
References and Background	10	10
Interview	10	15
Total	77	100

II. DUE DILIGENCE REVIEW

Psomas – Summary of Review

 Capable of delivering a variety of civil engineering projects

Psomas – Pricing

- Low end from \$105/hr
- High end to \$290/hr for Principal