

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

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Ardurra Group, Inc., a Florida Corporation hereinafter referred to as "CONSULTANT."

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

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

CONSULTANT hereby designates 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. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than 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. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Five Hundred Thousand Dollars (\$500,000).

5. EXTRA WORK

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

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

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

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

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

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

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

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

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

#### 10. CERTIFICATE OF INSURANCE

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION OF AGREEMENT

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

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

TO CITY:

City of Huntington Beach  
ATTN: Debbie Debow  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

ARDURRA GROUP, INC.  
ATTN: Lisa M. Penna  
3737 Birch Street, Suite 250  
Newport Beach, CA 92660

17. CONSENT

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

18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

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



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

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

24. ATTORNEY'S FEES

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

25. SURVIVAL

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

26. GOVERNING LAW

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

27. SIGNATORIES

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

28. ENTIRETY

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

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE


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

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

CONSULTANT,

ARDURRA GROUP, INC.

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

By:   
LISA M. PENNA  
print name

ITS: (circle one) Chairman/President Vice President

AND

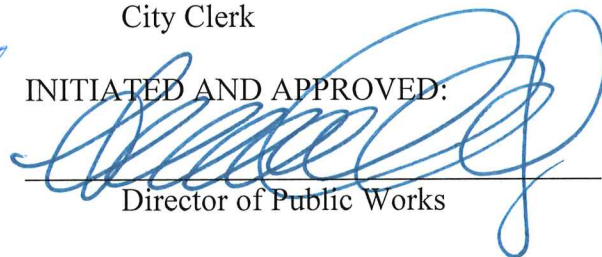
By:   
Cathy Cahill  
print name

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk


INITIATED AND APPROVED:

  
Director of Public Works

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
City Attorney

*CITY OF HUNTINGTON BEACH*

# Statement of Qualifications for On-Call Development Review Engineering and Professional Consulting Services

January 28, 2021



Exhibit A

  
ARDURRA



January 28, 2021

Public Works Department

Huntington Beach, CA

**Subject: Statement of Qualifications to Provide On-Call Development Review Engineering and Professional Consulting Services**

Ardurra Group, Inc. (Ardurra) appreciates this opportunity to present our Statement of Qualifications (SOQ) to the City of Huntington Beach (City) for On-Call Development Review Engineering 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 Los Angeles and Orange Counties, by successfully completing a multitude of engineering, municipal, construction management and inspection public works projects.

**Our client knowledge, combined with Ardurra's relevant experience on similar public works improvements** including, offsite plan check (sewer, storm drain, streets, traffic), makes us a perfect fit for this On-call Public Works Consulting Services contract.

**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 responsiveness to the City of Huntington Beach. Our offices are full-time service offices and will be for the entire duration of the contract. 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 within a reasonable timeframe during normal business hours.

With 450+ 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,

**Why Select the Ardurra Team**

- ◆ Municipal experience with the City of Huntington Beach
- ◆ Knowledge and familiarity with the City's standards and procedures
- ◆ Extensive public works development review experience
- ◆ Proven cost-saving solutions
- ◆ Excellent references



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 building facilities projects.

Ardurra is a full-service firm with a proven track record with similar-sized municipalities throughout Southern California. Ardurra has established and 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, Fontana, Seal Beach, San Juan Capistrano, as well as Huntington Beach.

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 who serves as our main contact 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 category. We are ready to commence work immediately upon notice to proceed by the City for all projects. We appreciate your invitation to propose on this important on-call contract and we look forward to your positive response.

Please feel free to contact me at [lpenna@ardurra.com](mailto:lpenna@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.

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

Vice President, Managing Principal

Point of Contact
<b>Point of Contact:</b> Mark Lewis, PE, TE 3737 Birch Street, Suite 250 Newport Beach, CA 92660 M: (949) 677-0391 F: (949) 258-5053



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**REQUEST FOR PROPOSAL**  
**VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Ardurra Group, Inc.

Contact Person for Agreement: Lisa M. Penna, PE, F.ASCE, QSD

Corporate Mailing Address: 3737 Birch Street, Suite 250

City, State and Zip Code: Newport Beach, CA 92660

E-Mail Address: lpenna@ardurra.com

Phone: (949) 428-1500 ext 7102 Fax: (949) 258-5053

Contact Person for Proposals: Anissa Voyiatzes, PE, QSD, ENV SP

Title: Engineering/Municipal Group Leader E-Mail Address: avoyiatzes@ardurra.com

Business Telephone: (949) 272-9233 Business Fax: (949) 258-5053

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION



Names & Titles of Corporate Board Members

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

Names	Title	Phone
Christopher Lee	Director	813-880-8881
Anthony Brindisi	Director	813-880-8881
Christopher Kuzler	Director	813-880-8881
Richard Cloutier	Director	813-880-8881
Ernesto Aguilar	Director	813-880-8881
Jim Bishop	Director	813-880-8881
Rob Costello	Director	813-880-8881
Federal Tax Identification Number:	591782900	

City of Huntington Beach Business License Number: \_\_\_\_\_

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

City of Huntington Beach Business License Expiration Date: \_\_\_\_\_

**EXHIBIT A: PRE-QUALIFICATION FORM**  
**ON-CALL WATER ENGINEERING & PROFESSIONAL CONSULTING SERVICES**


SERVICE CATEGORY	PROPOSING? Y/N (circle)
DEVELOPMENT REVIEW ENGINEERING SERVICES	<input checked="" type="radio"/> Yes / No

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

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

Firm Name: Ardurra Group, Inc.

Firm Address: 3737 Birch Street, Suite 250, Newport Beach, CA 92660

Signature:  Date: January 28, 2021

## D. Service Category

### Firm Qualifications

#### 1. Demonstrated Capabilities

With 445+ 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 El Segundo office, and supported by our offices in Newport Beach, 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 development review under timely schedules requires careful management, administration, and oversight of development review staff from inception to completion with committed and complete ownership of all aspects.

#### About the Firm

**Legal Company Name:**

Ardurra Group, Inc.

**Type of Organization**

Florida Corporation

**Date of Incorporation**

December 19, 1977

**California offices where work will be performed.**

100 W. Broadway  
Long Beach, CA 90802

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 Municipal Services team specializes in providing plan check, staff augmentation and management consulting services. This team is led by **Program Manager, Mark Lewis, PE**, with support from **Anthony Amado, EIT, Steve Badum, PE (Municipal Services Manager), Lisette Bice, PE, QSD, ENV SP, Jim Garvin, PLS, Teresa Kelley, PE, and Fong Tse, PE.**

As former public officials with over 150 combined years of experience, Ardurra's Municipal Services management team can provide the City with a high level of expertise for any municipal need or situation. We believe we can be of greatest assistance for the timely and critical review of development entitlements, subdivision maps, street improvement plans, grading plans, water quality, water/sewer plans, utility permit review and other technical reports as required. We also offer our assistance in the development and improvement of plan check and entitlement review process, office/administration support, and customer service improvement programs.

### **STRONG AND EXPERIENCED TEAM**

Steve Badum and Anissa Voyiatzes will be supported by an experienced team, hand-selected because of their technical expertise, and because of their working relationship with Ardurra staff and experience working on **similar public works projects.**

## **3. Public Agency References**

**City of Lake Forest Services Provided:** Municipal Engineering, Plan Checking **Dates:** 2011 - Ongoing

**Project:** Plan Check/Entitlement Review Services, On-call Municipal Services Contract

**Ardurra Staff:** *Steve Badum, Dennis Jue, Teresa Kelley, Joe Buckner, Anthony Amado, Miguel Hurtado, Jim Garvin*

Ardurra has a multi-year contract to provide services for general municipal engineering, review of land use development applications, plan check for proposed developments, public works encroachment permit review and inspections, capital improvement project design, CM and inspection, and water quality program management. Under this contract, Ardurra has performed plan checking and reviews for: entitlement review; subdivision maps; hydrology and hydraulics reports; street improvement plans; grading plans; water quality management plans and encroachment permits.

**City of Seal Beach Services Provided:** Municipal Engineering, Plan Checking **Dates:** 2016 – 8/2018

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**Project:** Plan Check Services, Ocean Place **Ardurra Staff:** *Steve Badum, Jim Garvin, Teresa Kelley*

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.

**City of Brea Services Provided:** Plan Check and Development Coordination **Dates:** 11/2019 – Ongoing

**Project:** Plan Check and Development Coordination Services **Ardurra Staff:** *Teresa Kelley, Fong Tse*

Providing plan check services for the review of engineering plans and reports and development planning documents including but not limited to: EIR drainage and water quality studies and writeups, tentative maps, site development plans, hydrology and hydraulic analyses, WQMP Reports, grading, storm drains, streets, and utilities.

#### **City of Long Beach, Public Works Department**

**Services Provided:** Plan Check Services and Review of Development Review Processes **Dates:** 2018 – Ongoing

**Project:** Development Plan Check Services and Guidelines **Ardurra Staff:** *Steve Badum, Lisette Bice, Fong Tse, Teresa Kelley*

This work includes plan checking administrative services and plan check for private development projects in the City public right of way, and small cell fiber optics, Wireless Telecommunication Facilities (WTF), which involves handling all wireless transmission facility permit review for the City. With mandated FCC “Shot Clock” review times, our plan check team has been very successful meeting schedules and assuring compatibility with the City’s infrastructure and community standards.

In addition to providing plan check, the Ardurra team was responsible for developing the City’s current development review processes which streamlined and improved customer service. The team also created the “Public Works Development Guidelines” which is currently posted on the City’s website to efficiently guide applicants thru the plan check review process and to ensure good development that is consistent with the City’s values and compatible with existing infrastructure.

#### **4. Understanding of the Scope**

We understand the City’s goal is to ensure that all development (public and private) meets the City’s land planning and development standards and to guide the evolution of development to ensure compatibility and enhancement with the surrounding neighborhood and community. Additionally, we understand that the City desires to establish a working relationship with a consultant to support the City in providing and maintaining a high level of customer service that will meet or exceed the turn-around timeframes for development plan check services.

The Ardurra team will review and inspect all aspects of the development project including conformance to City Master plans; City design standards and subdivision requirements including mapping and conformance to the conditions of approval;

grading, drainage and water quality; traffic control, capacities, safety, and circulation; construction phasing and haul routes; protection and compatibility of existing public facilities; coordination with public utilities; and ADA compliance. The Ardurra team is thoroughly familiar with the City required standards and specifications as listed in Section 7, Project Specifications, of the RFQ.

## **5. Resumes**

**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 **plan check coordinator and lead plan checker, Mark Lewis, PE, TE** is a proven leader with 34 years of engineering experience. Mark's ambitious career with the City of Fountain Valley (City) spans those 34 years commencing as a college intern and advancing as director of public works/city engineer for 13 years. In that role, **Mark oversaw and directed the development review process for the City's Public Works Department.**

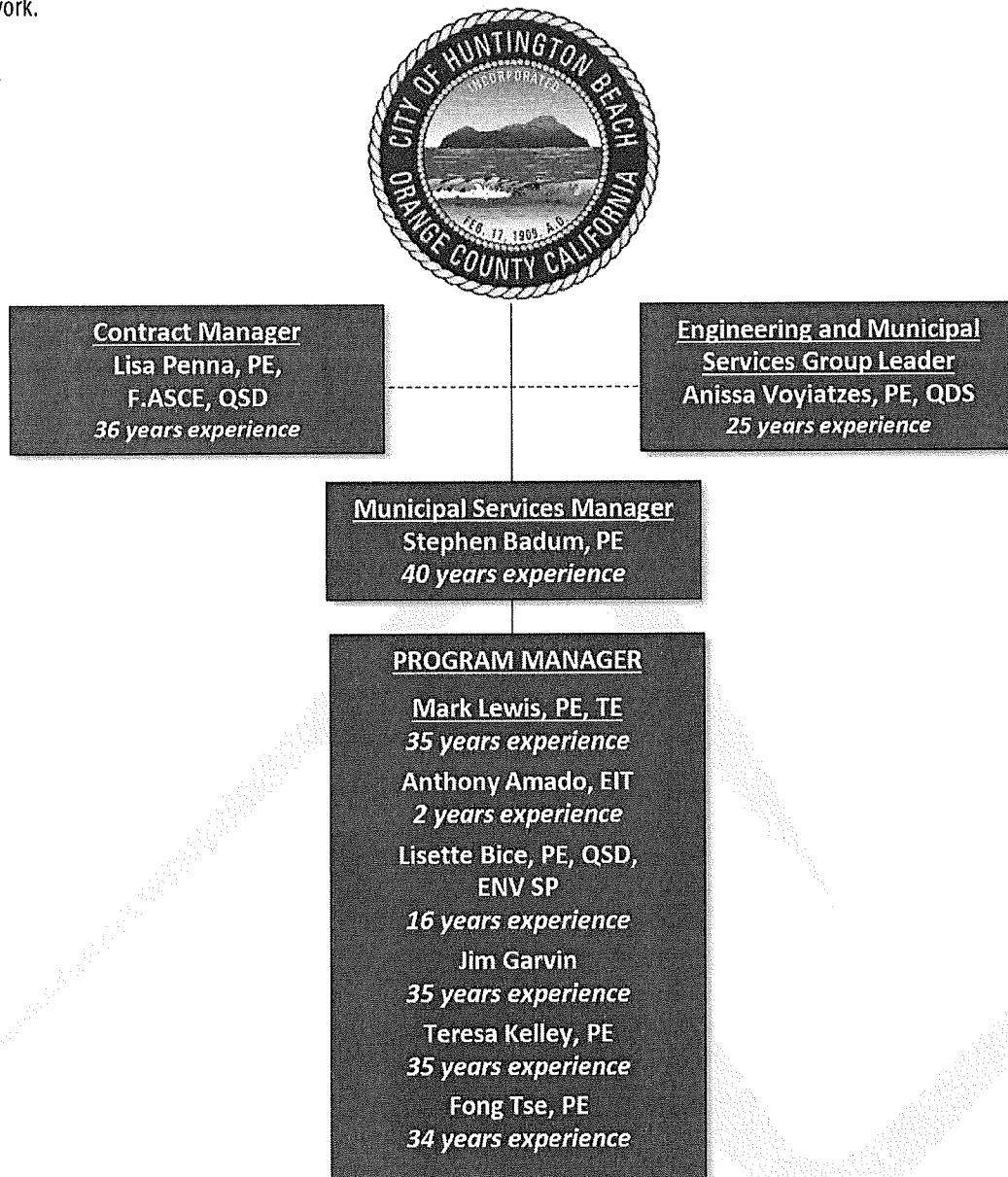
Mark has extensive familiarity, knowledge and progressive management expertise in strategic planning, operational efficiency, financial planning, and human resources management. He applies an innovative approach in these key areas in addition to communication, funding procurement, asset management, capital 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 **plan check engineers** for various complex projects that will provide public works plan check services as needed to meet the City's required review turn around periods for these very important City projects.

### Organization Chart

Below is our organization chart, which lists all key individuals who will be working on plan check and entitlement review 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 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.



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## Understanding and Methodology

### City's Goal

Ardurra understands the City's goal is to establish a working relationship with a consultant to support the City in providing and maintaining a high level of customer service and reduce peak turn-around timeframes for development plan checking and entitlement review services submitted to the City by utility companies or private landowners/developers and/or their engineers/surveyors. We accept the Scope of Services as described in the RFP and offer the following approach to successfully deliver completed projects.

### Plan Checking/Entitlement Review Management Approach

**Management of Project Team.** Our project approach and proven work plan is based on a pro-active project management approach. We firmly believe in "doing it right the first time." Consequently, we realize that when pursuing project success, it is critical to thoroughly define the project requirements before the work is started. Ardurra's plan check team has a proven record in successfully managing plan check for numerous public agencies. Our team has had great success in obtaining consensus on implementing an agency's and our managerial procedures and approaches.

### **Our management philosophy includes the following:**

**Understand the Proposed Project.** Mark Lewis and his team have been intimately involved with development review for various public agencies including the cities of Seal Beach, Lake Forest, Brea, Tustin, Long Beach, and Signal Hill. We understand the critical issues that cities face when private and public development is proposed and are committed to delivering quality infrastructure that is compatible with City and community goals and standards.

**The Right People for the Project.** Along with Mark, we have included resumes for Ardurra's team. The availability of plan check reviewers is dependent upon the timing of the plan check and City's NTP to Ardurra to begin work on each review. Alternate plan check candidates will be proposed and deployed to the plan checks, as approved by the City, should existing team members be committed on other assignments prior to the City's NTP for each review.

**Team Communication.** Our team members have excellent track records communicating with clients and stakeholders. Frequent communication and tracking of project progress are integral to our approach for this project. We will set up communication protocol with the City prior to commencing any work on the project. Our goal is to keep the City informed as the plan review progresses. Through our proposed FTP site, we will have each plan check uploaded for the City's review. The City will be included in all revision communications and our recommendations will be coordinated with the City. Mark Lewis will be responsible for outlining communication protocol.



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## **Work Plan Example - Plan Check**

### **Key Initial Work Plan Elements**

The Ardurra team will perform as part of the City's team, in the City's best interest, as an extension of City staff.

- **Review Procedural Guidelines:** One of Ardurra's first orders of work will be for Ardurra staff to meet with the City to review and discuss the City's desired approval and procedural guidelines to be used for development plan check review and submittal process.
- **Development Plan Check Review Correction Lists and Forms:** The next step will be for Ardurra to work with the City and draft up a plan check review process, procedures, and guidelines that are consistent with the City's desires. Standard correction checklists will be developed as part of the review process.
- **Initial Meeting:** An initial meeting will be held with the City to discuss reporting, tracking, and submittal procedures. We propose at our initial meeting with the City to review and set up procedural guidelines for setting up and using an Ardurra FTP site to be used for electronic submittals by applicants and the City.
- **Reporting:** Ardurra proposes that the development plan check review staff will provide progress for each project through an Excel tracking spreadsheet that will be located on the FTP site and made accessible to the City.
- **Project Schedules:** We propose at our initial meeting with the City to review and set procedural guidelines, which will include establishing schedules for assigned projects. Our team is committed to meet turnaround timeframes as defined below.

Review	Turnaround
1 <sup>st</sup> review	12 working days
2 <sup>nd</sup> and Subsequent Reviews	7 working days

- **Review Standards:** Ardurra shall review/check plans for compliance with the following regulations and standards:
  - City of Huntington Beach – Standard Plans and specifications
  - State of California (Caltrans) – Design Manuals, Standard Plans, and Standard Specifications
  - State of California (Caltrans) – Manual of Uniform Traffic Control Devices (MUTCD)
  - Standard Specifications and Standard Plans for Public Works Construction (Greenbook), BNI
  - Other standards as specified by the City of Huntington Beach

**Subdivision Maps** Review subdivision maps for compliance with the project's Conditions of Approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes and the Subdivision Map Act. Consultant shall check and review map boundaries, metes, and bounds, and, if desired, field check final documentation (monumentation and

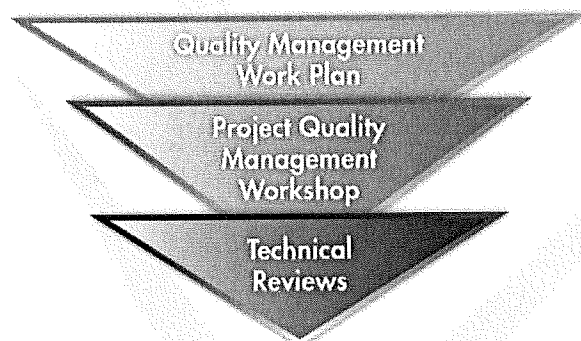
corner records) prior to bond exoneration. Conditions of Approval for development may include offsite improvements and financial obligations of the applicant. Ardurra will assist the City in preparing subdivision improvement agreements and related bonds for final maps. Ardurra will author or assist in writing staff reports for final map approval.

**Grading Plans** Ardurra shall review/check grading plans for compliance with the project's Conditions of Approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes and regulations. Ardurra will check or assist the City in checking the engineer's estimate for grading to determine grading bond amount. Ardurra will author or assist in writing staff reports.

**Encroachment permit/Improvement Plans** Subdivision maps and grading plans may require internal and offsite improvements and encroachment permits. Ardurra will perform engineering reviews for required improvements for, but not necessarily limited:

- Grading
- Utilities - Water and sewer, assist with underground utilities
- Frontage improvements - Street plans, sighting plans, signal plans, parkways, and traffic studies
- Water quality management - Water Quality Management Plans, NPDES permit compliance including recommendations for TMDL monitoring compliance, BMPs, and identify urban runoff and potential illegal discharges
- Drainage - Hydrology, hydraulics, and drainage devices
- Erosion control devices
- Soundwalls, Retaining Walls, Shoring

**Meetings and Reports** Throughout each assigned project plan check Ardurra will meet as required with developer, its consultants, City staff, special districts, regulatory agencies, and other stakeholders at your/their convenience to discuss the project and any issues. Our project manager will be responsible for arranging, notifying, and producing meeting agendas and minutes for each meeting. Ardurra's project manager will make meeting presentations on projects as required and will provide necessary exhibits. Ardurra's project manager will provide progress reports for each project in one overall progress report submitted weekly.



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

## 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.**

**Coordination** All development plan checks, and entitlement reviews 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 on-call plan check and entitlement review contracts with other Southern California agencies. These on-call contracts require similar coordination efforts in which Ardurra has established and maintained outside-agency contacts, coordinate with their staff, and assist the customers to obtain the necessary approvals to move their project forward. This knowledge and understanding of working with other agencies will provide great benefit 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 plan check and entitlement review so there are no surprises.

**Communication** Ardurra has a formal, proactive communication plan to share critical 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 the initial review through the final approval, 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 progress meetings, helps avoid issues and delays, ensures compliance with City requirements, and ensures that the customer's project is proceeding as efficiently as possible without costly delays. Ardurra has used this management approach with great success on all types and sizes of projects.

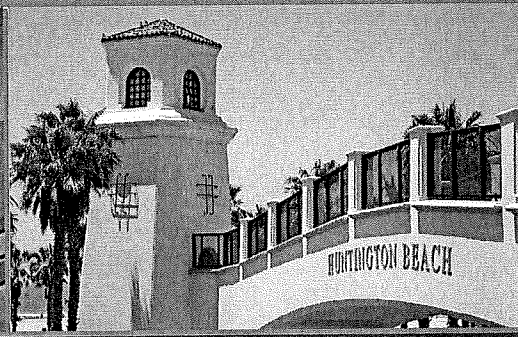
**Documentation** Proper documentation is critical for all development projects. We have a thorough understanding of the document control procedures required for plan check and entitlement review. Ardurra's document control management policies are prepared to comply with the City's requirements. Our typical project progress reports include the status of various development projects under review, potential issues affecting approvals, needed coordination with utility and outside-agencies, review 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 development 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 plan check and entitlement review process. By implementing a program 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 all checklist items are addressed by the project manager. The results of our in-house QA/QC Plan for the entire Ardurra team will be available for review by the City.

**Schedule** Our project manager will oversee the plan check and entitlement review process to ensure review periods as consistent with the City's desires. Develop plan checks and entitlement reviews that are lagging will be discussed with the City and if required, the project manager will meet with the applicants to facilitate the approval process. We will provide a summary report regularly that shows completed reviews, problematic reviews, and recommended actions.

## **E. Cost Proposal/Rate Sheet – Separate PDF**



## APPENDIX - RESUMES



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**Anissa Voyiatzes, PE, QSD, ENV SP | Ardurra Engineering and Municipal Services Group Leader**

**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 for 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.** Senior project 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

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stormwater deficiencies, 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.



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**Stephen G. Badum, PE | Ardurra Municipal Services Manager****Education:** MPA/1997/Public Administration, California State University, Long Beach

BS/1980/Civil Engineering/ University of MA, Amherst

**Registration:** 1983/PE/Civil/CA #C36106**Professional Affiliations:** American Society of Civil Engineers; American Public Works Association;  
International City Managers Association**Years of Experience:** Entered the profession in 1980

Stephen G. Badum, PE, brings 40 years of experience in the field of municipal management and engineering. His project types have included: public works administration/management; engineering planning and design; general maintenance and operations; water and sewer maintenance and operations; construction administration, inspection and resident engineer; land development design, plan check, subdivision and environmental processing; and consultant procurement and management. Steve retired in 2015 as the assistant city manager for the City of Newport Beach working with all City departments to improve and streamline City services. Significant accomplishments include the management of the \$140-million Civic Center and Park project including a 16-acre park/wetlands/dog park, 17,000 square foot library expansion, 100,000 square feet of City Hall Office building with one stop permitting center and a 450-space parking structure. Steve currently manages Ardurra's Municipal Services Division and works closely with our municipal clients to assist them with the delivery of capital projects and municipal services including feasibility studies, program analysis and implementation, management consulting, engineering design, capital project management and staff augmentation.

**RELEVANT EXPERIENCE**

**On-Call City Engineering Services, City of Signal Hill, CA.** Currently under a multi-year contract reporting to the public works director and serving as City Engineer providing city engineering services including capital improvement program management, development services review, assessment district program management, preliminary engineering, capital project planning, budgeting and scheduling, permit and grant administration and general engineering support services with a team of seasoned municipal managers, engineers, designers, project managers, construction managers and inspectors, grant administration and support specialists.

**City Engineering and Project Management Services, City of Signal Hill, CA.** Provided city engineer and project management services for the City of Signal Hill include overseeing activities of various divisions within the Public Works Department on a temporary basis during the recruitment to fill the permanent public works director position. These divisions include administration, engineering, capital programs, water, stormwater/water quality, and parks, streets and right of way maintenance. This position oversaw departmental activities and supports programs that enabled the community to continue to



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function during the recruitment process. This assignment was under the direction of and provided administrative assistance to the city manager. Another key responsibility was to ensure the ongoing implementation of the City's capital improvement program during the recruitment process and transitioning to the new director.

Recent projects for the City include:

- **View Park and Reclaimed Water System Development** - Project management for the City's construction of View Park and a reclaimed water system to service the park and other future parks and open space.
- **Signal Hill Dog Park** – Project management for the City's Dog Park just south of the I-405 Freeway between Atlantic and Orange Avenues. Improvements include new artificial turf, landscaping, a parking lot and sidewalks.

**Public Works Engineering Bureau Staff Liaison, City of Long Beach, CA.** Serving as public works staff liaison responsible for preparing a study to address current organizational, operational, and staffing issues for the improvement of the City's development services program. Responsible for facilitating project processing and assisting in the implementation of the study's findings for development clients in the City. The goal is to most effectively support the City's vision of sustainable development and re-development.

**On-call Municipal Engineering Services, Opportunity Studies Area (OSA) Projects, City of Lake Forest, CA.**

Management contact for this \$3,585,000 project involving a multi-year contract with the City to provide services for general municipal engineering, review of land use development applications, plan check for proposed developments, public works encroachment permit inspections, capital improvement project design, construction management and inspection, and water quality program management.

**Assistant City Manager, City of Newport Beach, CA.** Responsible for overseeing City operation departments including Public Works, Community Development, and Municipal Operations Departments. Assisted the City Manager in developing the City budget, policy, programs and strategic planning. Worked with City Council members, Commissioners, committee members and community members to address and resolve community problems and issues in a dynamic environment. Performed special projects such as the construction management of the Civic Center and Park project and implemented the West Newport Facilities Program. Provided organization analysis and development for the City administration and programs.

**Public Works Director, City of Newport Beach, CA.** As public works director was responsible for administering The City's Public Works Department including the Engineering, Transportation and Development Services and Harbor Resources Divisions; coordination and preparation of the annual Department Budget (\$5 million +) and Capital Improvement Program (\$60 million +); oversaw grant development, personnel issues, and review/investigate/resolve City Council and citizen issues.

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**Mark Lewis, PE, TE | Ardurra      Program 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

Mark Lewis, PE, TE, is a proven leader with 35 years of engineering experience. Mark's ambitious career with the City of Fountain Valley (City) spans those 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. Mark is a leading mind in regional arenas of transportation, water works and civil services throughout Orange County.

**RELEVANT EXPERIENCE**

**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.

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**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.

**Randall Avenue Street Improvements, City of Rialto, CA.** Program manager leading the design team in evaluating Randall Avenue street improvements for traffic, ADA, and construction quality concerns by developing a strategic plan report, 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.

**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. (2006-present) Key accomplishments include:

- 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 \$1 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.
- Established adequate but conservative sewer and water rates to deliver high quality, cost effective utility services.

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- Implemented a full cost recovery to the General Fund for Water Enterprise facilities leading to General Fund revenues by more than \$1.7 million annually.  
Additional Key Accomplishments include:
- Completed an expandable citywide communications network infrastructure.
- Completed the development of citywide Geographic Information System (GIS)
- Completed state-of-the-art citywide Traffic Management System.
- Managed construction for the \$20-million Recreation Center and Sports Park Master Plan Expansion, the largest capital project in the City's history.
- Completed a \$2.5-million energy efficiency project to improve efficiency and lower energy costs while utilizing Federal Economic Stimulus Funds to assist in the financing. Led an energy-efficiency project that included purchase of SCE streetlights to be converted to LED and utilized as infrastructure support for small cell antennae and other similar communication networks.
- Implemented a fleet management program that reduced rolling stock by over 25 percent, costs by nearly \$1 million and improved overall maintenance and preservation of a diverse inventory.
- Strengthened inter-agency and regional agency relations expanding the City's leadership in various regional arenas.
- Twice served as chairman of OCTA TAC and TSC. Forged alliances with government, private business and citizen advocacy groups on programs and financial plans that became part of the ballot measure for renewal of Measure M in 2006. As chairman in 2009-10, collaborated with local agency leaders and executive management staff, including the CEO of OCTA on the guiding principles for the competitive funding programs for local agency transportation for the newly voter-approved 30-year extension to Measure M.

**City Engineer/Traffic Engineer, City of Fountain Valley, Fountain Valley, CA.** \* Responsible for overseeing a daily operation that included ten full time employees, multiple professional service and contract maintenance service agreements, a general \$1-million operating budget and \$12-million capital improvement budget. Secured millions of dollars in Measure M, state, and federal funding for transportation. Introduced a citywide Geographic Information System (GIS). Developed comprehensive updates to public infrastructure master plans for water, sewer, drainage and streets including financial plans and user rates. Continued development of a state-of-the-art Traffic Management System. Overhauled City standards for private development standards and conditions, construction plans, bid documents, contracts and claims release documents. Appointed to serve on OCTA, TAC and TSC. Enhanced development of inter-agency relationships.

*\* Work performed prior to joining Ardurra*

**Anthony Amado, EIT | Ardurra Plan Check**

**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**

**Plan Check Services for 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.

**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.

**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.

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**Lisette Bice, PE, QSD, ENV SP | Ardurra Plan Check**

**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**

**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

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Professional Consulting Services

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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 of Long Beach 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.
- **Shoreline Way Plan Check Review.** Provides plan check review for multiple fitness improvements located on Shoreline Way. The work included review of the grading plans, water quality plans, structural plans, pavement markings and exercise and fitness equipment. In addition, the specifications were reviewed for completeness and constructability.

**Torrance Transit Bus Shelter Relocation, City of Torrance, CA.** Project manager for the relocation of a bus shelter located in the City of Torrance. The work included plan preparation, ADA compliance, coordination with utility stakeholders and preparation of a bid list.

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**Jim Garvin, PLS | Ardurra Plan Check**

**Education:** Undergraduate Studies/Fullerton College/Fullerton, CA

**Registrations:** 1990/PLS/CA#6343

**Professional Affiliations:** California Land Surveyors Association - State and Orange County Chapter  
American Congress of Surveying and Mapping – Southern California Section  
Board of Governors - Southern California Association of Civil Engineers and Land Surveyors;  
Southern California Surveyors Joint Apprenticeship Committee Member

**Years of Experience:** Entered the profession in 1985

Jim Garvin, PLS, formerly with Huitt-Zollars, a survey firm, has 35 years of experience in the preparation, processing and management of a wide range of mapping projects, including topographic surveys, right-of-way engineering, consultant map checking services, subdivision maps such as tract maps, parcel maps, and condominium plans, boundary analysis and record of survey preparation, preparation of legal descriptions, construction staking and ALTA/ACSM land title survey maps. Jim has been responsible for all phases of the project including proposal preparation, contract negotiations, client interface and satisfaction, scheduling, project coordination, production, and quality control.

**RELEVANT EXPERIENCE**

**On-Call Map Checking Services, City of Lake Forest, CA.** Working with the City Public Works Department and acting as City Surveyor, responsible for map checking of tract maps, parcel maps, legal descriptions for City and public utility easements and monument inspection. The map check work includes title report review, easement plotting, review of traverse closures and a complete review of the title sheet certificates and all map sheets for technical correctness together with the preparation of check letters and coordination with the PLS preparing the map.

**On-Call Map Checking Services, City of Santa Ana, CA.** Working with the City Public Works Department, was responsible for map checking of lot line adjustments, and legal descriptions for City and public utility easements. The map check work includes title report review, easement plotting, review of traverse closures and a complete review of the documents for technical correctness together with the preparation of check letters and coordination with the PLS preparing the map.

**On-Call Map Checking Services, City of Santa Fe Springs, CA.** Working with the City Public Works Department and acting as City Surveyor, was responsible for map checking of tract maps, parcel maps, lot line adjustments, legal descriptions for City and public utility easements. The map check work included title report review, easement plotting, review of traverse closures and a complete review of the title sheet certificates and all map sheets for technical correctness together with the preparation of check letters and coordination with the PLS preparing the map.



**Professional Consulting Services**

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**On-Call Map Checking Services, County of Orange, CA.** As project manager for this on-call contract with the Orange County Surveyor's Office, coordinated the map checking services with the representative of the County of Orange for the checking of tract maps, parcel maps and records of survey. Work included review of the maps in relation to the County Checklist, Subdivision Map Act compliance, boundary establishment review, traverse closure review, Title Report and easement plotting review and the preparation of check letters in the OCS format for delivery to the County.

**Map Checking Services, City of San Juan Capistrano, CA.** Responsible for map checking services with work including map review, traverse closures, and preparation of check prints/letters.

**Map Checking Services, City of Ontario, CA.** Supervised and directed map checking services for several years. Work included map review, title report and easement checks, traverse closures, and preparation of check letters.

**On-Call Map Checking Services, County of Santa Barbara, Santa Barbara, CA.** Supervised and directed the map checking process for this "on-call" map checking contract with Santa Barbara. Checked approximately 30 subdivision maps and documents during the "on-call" contract.

**Multiple On-call Survey Contracts, cities of Downey, Long Beach and Industry, CA.** Working closely with Ardurra's Matt Stepien, provided survey and legal description services for the following projects: Firestone Boulevard Rehabilitation, Downey; Lakewood Boulevard 3A Improvements, Downey; Imperial/Bellflower Intersection Improvements Downey; Blandwood Sewer Lift Station Improvements Downey; Spring Street Rehabilitation, Long Beach; Workman Mill Road Improvements, Industry; and Quill Drive Sewer Improvements, Downey.

**Sewer Rehabilitation Topographic Survey, La Habra, CA.** Provided 1"=40' scale aerial topographic mapping for a series of alleys and streets as a part of a citywide sewer rehabilitation project. Work included aerial control, centerline recovery survey, establishment of existing right-of-way lines, cross-section surveys, and detailed ground design topo surveys.

**Sidewalk Improvements Idaho Street and Lambert Road Topographic Survey, La Habra, CA.** Provided topographic mapping based on ground design topo shots for this sidewalk ADA compliance project. Work included horizontal and vertical control, centerline recovery survey, establishment of existing right-of-way lines, cross-section surveys, and detailed ground design topo surveys.

**Lakewood Boulevard Topographic Survey, Downey, CA.** Provided 1"=40' scale aerial topographic mapping for a four-mile segment of Lakewood Boulevard. Work included aerial control, centerline recovery survey, establishment of existing right-of-way lines, cross-section surveys, detailed design topo surveys, calculation of the existing digital terrain model of the roadway and the preparation of digital cross-sections, incorporation of the engineering design plans and calculation of right-of-way acquisition parcels, and the preparation of legal descriptions and exhibits for the City to use in their process of right-of-way acquisition.

**Teresa Kelley, PE | Ardurra Plan Check****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**

**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.

**Professional Consulting Services**

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**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, WQMP's, 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. Plan check review services include, but are not limited to, planning applications, tract maps, subdivision improvements, grading and building plans and other associated development plans and reports. The projects are selected by the County and services include reviewing, value engineering analysis, providing corrective comments, and recommending for approval of the selected plans and/or reports.

**City of Rancho Santa Margarita, CA.** Interim contract assistant city engineer responsible for overseeing engineering functions including capital improvement projects, public works and traffic engineering, City Council staff reports, RFPs, construction inspection and plan checking for the City's last fiscal year quarter. In this role, she managed ten capital improvement projects requiring advertisement and award deadlines by the end of the fiscal year. She was responsible for four construction contracts' pre-bid conferences, bid evaluations, contractor reference reviews, pre-construction meetings, processing construction change orders, RFIs and payment approvals. In addition, she managed the construction inspection team and materials testing firm and coordinated with the contractors. Projects included pavement rehabilitation, slurry seal, signal modifications, street reconstruction and drainage work.

## Professional Consulting Services

**Fong Tse, PE | Ardurra Plan Check****Education:** BS/Civil Engineering/California State University, Los Angeles**Registrations:** Civil Engineer/CA #59680**Years of Experience:** Entered the profession in 1985

Fong Tse, PE is a California registered professional civil engineer with extensive municipal civil engineering experience. Fong's experience includes design and construction of roads, slopes, harbor infrastructures, parks, community centers and essential facilities. Fong served as a development engineer and was responsible for plan checking small and large private commercial developments and residential tracts.

**RELEVANT EXPERIENCE**

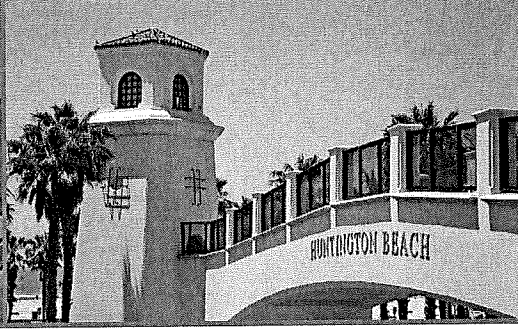
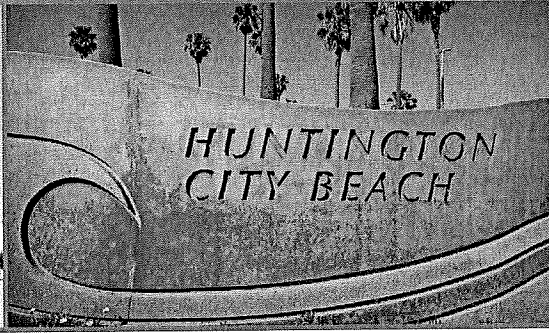
**Plan Check and Development Coordination Services, City of Brea, CA.** Currenting performing professional plan check and development coordination services for the City of Brea. Scope of work includes the review of grading, storm drain, street, utilities, site development plans, hydrology and hydraulic analyses, mapping, and water quality.

**Municipal Capital Improvements, Private Consulting Firm, Garden Grove, CA.** Senior project engineer serving as a resource for design teams on various projects. Responsibilities included preparing and reviewing project PS&Es, conducting field reviews and processing RFIs and submittals. Representative projects included: Orange Unified School District, high school field rehabilitations, the City of La Mirada, Imperial Highway rehabilitation; City of La Mirada, Alondra Boulevard rehabilitation; City of La Mirada, neighborhood street rehabilitation, Phase 6; City of La Habra, Brio Park water play construction, City of La Habra, Osete Park water play construction, and City of South Gate, park restroom replacement.

**Capital Improvement Projects, City of Newport Beach, CA.** Served in increasingly responsible positions with the City's capital improvement and development divisions. Responsible for assigned staff and budgets. Prepared and reviewed RFQs, RFPs, proposals, consultant selection, bids, contracts, PS&Es, grant and permit applications, City Council and City Manager reports and budget requests. Managed assigned projects from concept to City acceptance.

**Subdivision/Development:**

- Reviewed, plan checked and conditioned all developments in the City including tentative and final parcel maps and tract maps, conditional use permits, variances, approvals in concept. Selected projects: Hoag Hospital cogeneration, Fletcher Jones Mercedes Motorcars, Newport Lexus, Sterling BMW, Newport Land Rover, Holiday Inn, Connexant, Marriott (Newport Coast) Timeshares, Fashion Island Properties, and Pelican Hill Resorts. Performed reviews per the Subdivision Map Act, City Standards and Requirements, City Municipal Code and City Council policies.
- Plan-checked approximately 1,600 residential and commercial construction projects each year. Negotiated and approved encroachment permits and agreements for County recording. Produced development fee schedule.



## E. Cost Proposal/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	\$200
Project Manager III	\$195
Project Manager II	\$185
Project Manager I	\$175
Project Engineer IV	\$190
Project Engineer III	\$180
Project Engineer II	\$170
Project Engineer I	\$160
Support Engineer II	\$160
Support Engineer I	\$150
Project Designer III*	\$140
Project Designer II*	\$130
Project Designer I*	\$120
CADD Drafter III*	\$115
CADD Drafter II*	\$110
CADD Drafter I*	\$105
Public Works Technician I*	\$100
Administrative Assistant	\$100

##### Municipal Services

Staff	Hourly Rate
Principal	\$230
Project Exec./Management Consultant	\$205
Senior Program Manager	\$200
Program Manager	\$195
Project Manager III	\$195
Project Manager II	\$185
Project Manager I	\$175
Plan Check Engineer IV	\$185
Plan Check Engineer III	\$170
Plan Check Engineer II	\$160
Plan Check Engineer I	\$150
Public Works Technician III*	\$120
Public Works Technician II*	\$110
Public Works Technician I*	\$100
Senior Code Enforcement Officer/Mgr*	\$100
Code Enforcement Officer II*	\$85
Code Enforcement Officer I*	\$75

\* 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.

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND

FOR

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ARDURRA-01

KGODWIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/22/2021

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

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com														
<b>INSURED</b> Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company A(XV)</td> <td>20508</td> </tr> <tr> <td>INSURER B: National Fire Insurance Company of Hartford A(XV)</td> <td>20478</td> </tr> <tr> <td>INSURER C: Continental Insurance Company A(XV)</td> <td>35289</td> </tr> <tr> <td>INSURER D: Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company A(XV)	20508	INSURER B: National Fire Insurance Company of Hartford A(XV)	20478	INSURER C: Continental Insurance Company A(XV)	35289	INSURER D: Berkshire Hathaway Specialty Insurance Company	22276	INSURER E:		INSURER F:	
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6075640222	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			APPROVED AS TO FORM 6075640236 By: <i>[Signature]</i> MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6075640270	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075640267	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			47-EPP-306878-03	1/1/2021	1/1/2022	Per Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: ON-CALL DEVELOPMENT REVIEW ENGINEERING & PROFESSIONAL CONSULTING SERVICES

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, 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 <i>[Signature]</i>
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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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**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:

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

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

**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**

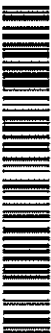
A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

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, hoistway 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 non-contributory 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**

**Architects, Engineers and Surveyors General Liability  
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- (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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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****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:

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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:





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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.





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**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:**

1. 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**

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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**:

1. 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, by-laws 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 non-contributory 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.



Workers Compensation And Employers Liability Insurance  
Policy Endorsement

**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.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 75640253

Policy Effective Date: 01/01/2021

Policy Page: 34 of 50



**CITY OF HUNTINGTON BEACH****On Call Development Review Engineering & Professional Consulting Svcs:**

<b>FIRM</b>	<b>PROPOSAL Scores (Total)</b>	<b>Proposal Scores (Avg)</b>
DMc	209	69.7
Ardurra	186	62.0
Cannon	185	61.7
HR Green	182	60.7
NV5	182	60.7
Interwest	172	57.3
CSG Consultants	129	43.0
Bureau Veritas	128	42.7
Transtech	114	38.0
Engineering Resources	111	37.0
M6 Consulting	104	34.7
Precision Civil Engineering	68	22.7
Hartzog & Crabill	65	21.7
PBLA Engineering	55	18.3
Coast Surveying	Survey Only	
Stantec		