

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) is made and effective as of the \_\_\_\_\_, 2026 by and between the **CITY OF BEAUMONT**, a California municipal corporation (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and Brian F. Knight, Architect Inc., a California Corporation whose address is 1337 Lida Street, Pasadena, CA 91103 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following services: Design Services for the 105 W. 6<sup>th</sup> Street Building Rehabilitation and ADA Compliance Project; and

B. Contractor has made a proposal (“Proposal”) to the City to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on May 31, 2027 unless extended by the parties with the approval of the City Council of the City.

2. Services to be Performed. Contractor agrees to provide the services (“Services”) as follows: Design Services in accordance with Exhibit “A”. All Services shall be performed in the

manner and according to the timeframe set forth in the Proposal. Contractor designates Brian Knight as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00).

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall

either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate; Contractor agrees to have its insurer

endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident.

If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required  /Not Required ; Errors and omissions insurance in a minimum amount of \$1 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [] (Technology Professional Liability – Errors and Omissions), with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”. The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## 8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City

as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor’s proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

### 13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the

shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

13.11 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.14 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.15 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.16 Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.17 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

13.18 Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party (“electronic signature”). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

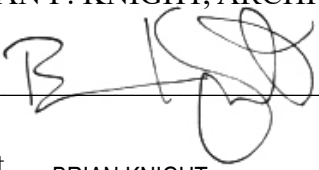
**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

BRIAN F. KNIGHT, ARCHITECT INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: BRIAN KNIGHT \_\_\_\_\_

Date: \_\_\_\_\_

Date: 04.29.2026 \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

Date: \_\_\_\_\_

EXHIBIT "A"  
PROPOSAL

**SECTION B — INTRODUCTION AND FIRM INFORMATION**

BFK Architecture + Planning is a Pasadena-based architectural and planning firm providing full-service design and project management to public agency clients throughout Southern California. Founded and led by Brian F. Knight, AIA, LEED AP, the firm has built its practice on the delivery of complex, code-driven projects for municipal and institutional clients, with particular expertise in building rehabilitation, ADA compliance, historic and existing building upgrades, Title 24 energy compliance, and facilities prepared for public use or commercial lease. BFK has extensive familiarity with the regulatory environment governing public works projects in California, including CBC, CALGreen, ADA Standards, and the requirements of local building and fire authorities across the region.

BFK's portfolio of relevant work includes rehabilitation and tenant improvement projects for public agency clients, accessibility upgrades to existing civic and commercial facilities, institutional renovation projects involving occupied and historically sensitive structures, and design services for projects requiring close coordination with environmental consultants, testing agencies, and multiple municipal departments. The firm has successfully navigated the full project lifecycle — from preliminary assessment through construction administration and closeout — on projects of comparable scale and complexity to the 105 W. 6th Street rehabilitation.

As Prime Consultant and Architect of Record on this engagement, BFK Architecture + Planning offers the City of Beaumont a single point of accountability for all design and engineering services. We understand that the City seeks to transform a vacant former dry-cleaning facility into a fully code-compliant, accessible, and leasable commercial space. The scope of services contemplated includes field verification and as-built documentation, code and accessibility analysis, schematic through construction document preparation, Title 24 Part 6 and CALGreen compliance, permitting and plan check coordination, bidding support, and full construction administration — all while maintaining close coordination with the City's separately retained environmental and testing consultants and designing within a target construction budget of \$700,000.

The following sub-consultants have been engaged to provide engineering services in support of this project:

STRUCTURAL ENGINEER — IMEG; Ontario, CA

MECHANICAL / ELECTRICAL / PLUMBING ENGINEER — IMEG; Ontario, CA

All sub-consultants are subject to City approval prior to contract execution, as required by the RFP.

## **SECTION C — FIRM PROFILE**

### **Firm Overview**

BFK Architecture + Planning maintains a lean principal-led structure with one full-time licensed professional — Brian F. Knight, AIA, LEED AP — supported by an on-call team of licensed architects and design professionals engaged on a project-by-project basis. All project contributors hold active California architecture licenses. This staffing model is intentional: it ensures that every project receives senior-level attention from principal to closeout, without the overhead and scheduling constraints of a larger firm.

The firm's Pasadena office serves as the principal office responsible for the implementation of this contract. All project management, design production, client communication, and consultant coordination will be conducted from this location.

### **Organizational Structure**

BFK Architecture + Planning is organized as a California corporation. Brian F. Knight holds California Architect License No. C-32905 and is the individual responsible for all professional services rendered under any contract awarded to the firm. The firm maintains active licensure with the California Architects Board and holds a current Pasadena business license. A City of Beaumont business license will be obtained prior to contract execution as required.

### **Professional Personnel**

BFK Architecture + Planning is a boutique firm structured to deliver the full range of architectural services through a combination of direct principal involvement and a carefully selected network of engineering sub-consultants. This model allows the firm to maintain the agility and responsiveness of a small practice while offering the full technical depth of a larger multidisciplinary team. For this engagement, the project team will consist of:

Brian F. Knight, AIA, LEED AP — Principal-in-Charge and Project Manager

Alex Sexsmith, AIA, LEED AP, NCARB — Project Architect

IMEG; Craig Chamberlain, SE — Structural Engineer

IMEG; Nestor Ignacio, PE — Electrical Engineer

IMEG; Christian Guynes, PE — Mechanical / Plumbing Engineer

### **Years In Business**

BFK Architecture + Planning has been in active practice for 6 years, during which the firm has built a consistent record of successful project delivery for public agency and institutional clients throughout Southern California.

### **Office Location**

1337 Lida Street  
Pasadena, California 91103  
(626) 823-0150  
brian.knight@bfkarch.com

This is the firm's sole office location and the principal office responsible for contract implementation.

### **Areas Of Particular Expertise**

BFK Architecture + Planning has developed focused expertise in the following areas most directly applicable to the 105 W. 6th Street Rehabilitation and ADA Compliance Project:

Building Rehabilitation and Tenant Improvement. BFK has extensive experience evaluating and rehabilitating existing commercial and institutional structures for continued or new occupancy, including buildings with deferred maintenance, code deficiencies, and complex existing conditions. The firm is skilled at developing practical, cost-effective design solutions that address structural, envelope, and systems deficiencies while meeting current code requirements.

**SECTION D — KEY PERSONNEL**

BFK Architecture + Planning has assembled a focused, experienced project team with the qualifications and direct relevant experience necessary to deliver the 105 W. 6th Street Building Rehabilitation and ADA Compliance Project successfully. Each team member has been selected for their specific expertise in the disciplines required by this project. Brief summaries are provided below; full resumes for all key personnel are included in Section I.

BRIAN F. KNIGHT, AIA, LEED AP

Role: Principal-in-Charge / Project Manager

Firm: BFK Architecture + Planning

Brian Knight is the President and CEO of BFK Architecture + Planning and will serve as both Principal-in-Charge and Project Manager for this engagement. As the firm's sole principal and licensed Architect of Record, Mr. Knight will be directly involved in all phases of the project from preliminary field investigation through construction administration and closeout. He brings extensive experience in building rehabilitation, ADA compliance, Title 24 energy design, and public agency project delivery throughout Southern California. Mr. Knight attended the mandatory job walk on March 2, 2026 and has firsthand familiarity with the existing conditions at the project site. He holds California Architect License No. C-32905 and is a LEED Accredited Professional. Mr. Knight will serve as the City's primary point of contact for all project communications, decisions, and deliverables.

CRAIG CHAMBERLAIN, SE

Role: Structural Engineer of Record

Firm: IMEG

Craig will serve as Structural Engineer of Record for this project, responsible for evaluating existing structural conditions and preparing all structural drawings and specifications required for the rehabilitation scope. He brings 27+ years of experience on similar public agency rehabilitation and tenant improvement projects throughout Southern California, with particular familiarity with existing concrete and masonry construction of the type present at the project site.

NESTOR IGNACIO, PE

Role: Electrical Engineer of Record

Firm: IMEG

Nestor will lead all electrical engineering services for this project, including electrical system evaluation and upgrade, lighting design, and Title 24 Part 6 energy compliance documentation. He brings 32+ years of experience on comparable building rehabilitation projects for public agency clients in California.

CHRISTIAN GUYNES, PE

Role: Mechanical and Plumbing Engineer of Record

Firm: IMEG

Christian will lead all mechanical, plumbing, and fire protection engineering services for this project, including full HVAC system replacement design, plumbing design for the ADA-compliant restroom remodel, and fire protection system evaluation and design. He brings 11+ years of experience supporting architectural teams on comparable building rehabilitation and systems upgrade projects for public agency clients in California.

## **SECTION E — SCOPE OF SERVICES**

BFK Architecture + Planning proposes to provide all architectural, engineering, and related professional services necessary to deliver complete construction documents and support the 105 W. 6th Street Building Rehabilitation and ADA Compliance Project through construction completion. The following scope of services is organized by phase and is intended to serve as Exhibit A to the City's Professional Services Agreement. All services will be performed in accordance with applicable California Building Code, Title 24, CALGreen, ADA Standards, and all other federal, state, and local requirements in effect at the time of service.

The City will retain separate environmental and testing consultants. BFK Architecture + Planning will coordinate design integration with those consultants as described below but will not be responsible for environmental investigation, remediation design, or abatement services unless specifically authorized by the City in writing.

### PHASE A — PRELIMINARY PHASE

#### **A.1 Field Verification and Existing Conditions Documentation**

BFK will conduct a thorough field investigation of the existing building and site at 105 W. 6th Street to verify existing conditions, dimensions, and construction assemblies. In the absence of available as-built drawings, the team will develop measured field documentation of the building footprint, floor plan, exterior envelope, roof, and all major building systems sufficient to support code analysis and design development. Field documentation will address:

- Architectural elements including building envelope (crystal glass block, wall tile, fixed glass panels, plaster, and aluminum/glass entry doors), interior layout, floor finishes, ceiling conditions, and the rear storage area
- Roof conditions including evidence of water intrusion, drainage patterns, and existing roofing assembly
- HVAC system type, location, and general condition
- Electrical service and distribution equipment, panel locations, lighting, and general system condition
- Plumbing system including existing restroom fixtures, supply and waste lines
- Site conditions including sidewalks, curb cuts, accessible parking, entry paths, and relationship to the public right-of-way
- Coordination with the City's environmental consultant regarding any physical constraints or access limitations related to prior site use

#### **A.2 Code and Accessibility Review**

BFK will prepare a written code analysis confirming the following for the existing building undergoing alteration:

- Occupancy classification and applicable CBC provisions
- Construction type and allowable area
- Egress requirements and compliance
- CBC Chapter 11B and ADA Standards for Accessible Design applicability, including path of travel obligations triggered by the proposed scope of work
- Title 24 Part 6 energy compliance obligations for alterations
- CALGreen mandatory measures applicable to the project
- Fire and life safety requirements
- Any conditions requiring coordination with the South Coast Air Quality Management District (SCAQMD)

The code analysis will establish the regulatory framework for all subsequent design phases and will be submitted to the City for review and comment prior to commencement of Schematic Design.

### **A.3 Environmental Report Coordination**

BFK will review all available environmental and hazardous materials reports provided by the City, including the Phase I Environmental Site Assessment, Limited Phase II Environmental Site Assessment, Phase II Supplemental Air Quality and Underground Excavation Assessment Reports, and Lead and Asbestos Survey Report. The team will coordinate with the City's environmental consultant to understand the implications of those reports for the design scope, including any requirements for vapor barriers, sub-slab depressurization systems, material abatement sequencing, or other mitigation measures that must be incorporated into the construction documents.

#### **Deliverables – Phase A:**

- Existing conditions field documentation (plans, notes, photographs)
- Written code and accessibility analysis
- Environmental coordination summary memorandum

### PHASE B – SCHEMATIC DESIGN (SD)

#### **B.1 Concept Design Development**

Based on the findings of the Preliminary Phase and direction received from the City, BFK will develop Schematic Design drawings illustrating the proposed scope of improvements. SD documents will be prepared at a level of detail sufficient to confirm the overall design approach, establish the project program, and validate feasibility within the target construction budget of \$700,000. SD drawings will address the following:

- ADA Site Path of Travel: Accessible route from the public right-of-way through the site to both building entries, including sidewalk conditions, curb ramps, accessible parking evaluation (noting that parking is not required per City moratorium), and exterior path of travel surfaces and slopes
- Accessible Entrances: Reconfiguration of both main entry points to meet CBC Chapter 11B and ADA Standards, including door hardware, maneuvering clearances, thresholds, and signage
- Restroom Remodel: Concept layout for a fully ADA-compliant restroom meeting all CBC Chapter 11B fixture, clearance, and accessory requirements
- Roof: Evaluation of repair versus replacement options based on field findings and environmental report requirements; identification of preferred approach and general scope
- HVAC: Conceptual replacement strategy identifying system type, general equipment placement, and distribution approach; confirmation of space and structural adequacy for proposed equipment
- Electrical and Lighting: Preliminary approach to electrical upgrades including panel capacity, lighting replacement strategy, and Title 24 lighting control concepts
- Architectural Finishes and Interior Layout: Conceptual interior improvements to bring the space to leasable condition, consistent with the City's Conceptual Interior Layout provided as a reference document (noting that detailed interior design and construction will be performed under a separate contract)
- Vapor Barrier / Sub-Slab Depressurization: Preliminary approach to any required environmental mitigation measures in coordination with the City's environmental consultant

#### **B.2 Preliminary Opinion of Probable Construction Cost**

BFK will prepare a preliminary opinion of probable construction cost at the completion of Schematic Design, organized by major work category, to confirm that the proposed design approach is feasible within the City's target construction budget of \$700,000. If the preliminary estimate indicates a potential budget issue, BFK will promptly notify the City and recommend scope adjustments prior to proceeding with Design Development.

### **B.3 Phasing Recommendations**

BFK will provide recommendations regarding construction phasing if warranted by environmental mitigation sequencing, budget constraints, or other project considerations. Deliverables — Phase B:

- Schematic Design drawings (site plan, floor plan, roof plan, exterior elevations, key sections)
- Preliminary opinion of probable construction cost
- Phasing recommendations memorandum (if applicable)
- SD submittal package for City review and approval

### PHASE C — DESIGN DEVELOPMENT (DD)

#### **C.1 Design Development Drawings and Outline Specifications**

Upon City approval of the Schematic Design, BFK will advance the design to Design Development level, incorporating all architectural and engineering disciplines into a coordinated set of DD drawings and outline specifications. DD documents will include:

- Architectural drawings advanced to DD level, including dimensioned floor plans, reflected ceiling plans, exterior elevations, building sections, wall sections, door and window schedules, and preliminary finish schedule
- Structural engineering drawings and calculations addressing any structural modifications required for roof replacement, HVAC equipment support, or other building system changes
- Mechanical engineering drawings including HVAC system layout, equipment schedules, ductwork distribution, and equipment specifications; HVAC load calculations confirming system sizing
- Electrical engineering drawings including panel schedules, lighting layout, power distribution, and lighting control strategy; Title 24 Part 6 lighting compliance documentation
- Plumbing engineering drawings including restroom fixture layout, supply and waste piping, and water heater
- Civil engineering drawings addressing ADA site path of travel improvements, accessible parking layout (if applicable), and any required grading or utility coordination
- Outline specifications identifying major materials, systems, and workmanship standards for all disciplines

#### **C.2 Title 24 and CALGreen Compliance**

BFK will incorporate Title 24 Part 6 energy compliance requirements into the DD design, including building envelope compliance, HVAC efficiency requirements, lighting power density compliance, and lighting controls. CALGreen mandatory measures applicable to alterations will be identified and incorporated into the project specifications and documentation.

#### **C.3 Environmental Mitigation Integration**

BFK will coordinate with the City's environmental consultant to incorporate any required mitigation measures into the DD documents, including vapor barrier specifications, sub-slab depressurization system design, and material abatement sequencing requirements. Bid alternates for passive versus active SSD systems will be identified at this phase if applicable.

#### **C.4 Updated Opinion of Probable Construction Cost**

BFK will prepare an updated opinion of probable construction cost at the completion of Design Development. If the updated estimate indicates a potential budget issue, BFK will promptly notify the City and recommend value engineering adjustments prior to proceeding with Construction Documents.

**Deliverables — Phase C:**

- Design Development drawings (all disciplines)
- Outline specifications
- Title 24 and CALGreen compliance documentation (preliminary)
- Updated opinion of probable construction cost
- DD submittal package for City review and approval

PHASE D — CONSTRUCTION DOCUMENTS (CD)

**D.1 Construction Drawing Production**

Upon City approval of the Design Development documents, BFK will prepare 100% coordinated construction drawings and technical specifications ready for plan check submittal and competitive bidding. Construction documents will include full drawing sets for all disciplines — architectural, structural, mechanical, electrical, plumbing, and civil — fully coordinated and cross-referenced. CD documents will address:

- Complete dimensioned architectural drawings including floor plans, reflected ceiling plans, roof plans, exterior elevations, building sections, wall sections, details, schedules, and finish plans
- ADA path of travel upgrade details from the public right-of-way through all accessible entrances and into the restroom, fully documented to CBC Chapter 11B requirements
- Vapor barrier and sub-slab depressurization details as required by environmental recommendations, coordinated with the City's environmental consultant
- Roof repair or replacement construction details, including edge conditions, penetrations, drainage, and flashing
- HVAC replacement construction details including equipment curbs, ductwork, controls, and coordination with roof and structural elements
- Restroom construction details including all ADA-required fixture clearances, grab bar blocking, accessories, and finish specifications
- Electrical construction details including panel upgrades, circuit schedules, lighting fixture schedule, and controls wiring
- Complete technical specifications (CSI format) for all disciplines

**D.2 Title 24 Part 6 Compliance Documentation**

BFK will prepare complete Title 24 Part 6 Non-Residential Compliance Forms (NRCC) for building envelope, mechanical, and lighting, suitable for plan check submittal. All compliance documentation will be prepared by or under the direct supervision of qualified Title 24 compliance consultants within the engineering team.

**D.3 CALGreen Documentation**

BFK will prepare the CALGreen mandatory measures checklist and all required

**D.4 Bid Alternates**

Construction documents will identify the following bid alternates for the City's consideration in managing construction cost:

- Bid Alternate 1: Roof repair versus full roof replacement
- Bid Alternate 2: Passive versus active sub-slab depressurization system (if applicable, pending environmental consultant recommendations)
- Additional bid alternates as identified during design in coordination with the City

**D.5 Final Opinion of Probable Construction Cost**

BFK will prepare a final opinion of probable construction cost at the completion of the Construction Documents phase, organized by CSI division and inclusive of all bid alternates, to support the City's bidding and award process.

**Deliverables — Phase D:**

- 100% Construction Documents (all disciplines, all sheets)
- Technical specifications (CSI format)
- Title 24 Part 6 NRCC compliance forms
- CALGreen mandatory measures documentation
- Bid alternate descriptions and pricing guidance
- Final opinion of probable construction cost

PHASE E — PERMITTING AND AGENCY COORDINATION

**E.1 Plan Check Submittal and Response**

BFK will prepare and submit complete plan check packages to the City of Beaumont Building and Safety Division, Fire Department, and Public Works Department. The team will respond to all plan check comments from all reviewing agencies in a timely manner, resubmitting corrected documents as required until all plan check approvals are obtained. Permit coordination will include:

- Building permit (architectural, structural)
- Mechanical permit
- Electrical permit
- Plumbing permit
- Roofing permit
- Encroachment permit (if required for any site or public right-of-way work)

**E.2 Utility Agency Coordination**

BFK will coordinate with Edison, Beaumont Cherry Valley Water District, City of Beaumont sewer, SoCal Gas, and Waste Management as required to support the design and permitting process.

**E.3 SCAQMD Coordination**

If asbestos or lead abatement is required based on the hazardous materials survey, BFK will coordinate with the South Coast Air Quality Management District (SCAQMD) and prepare any required drawings or documentation to support the City's or the abatement contractor's SCAQMD notifications and permits.

**Deliverables — Phase E:**

- Plan check submittal packages (all disciplines)
- Responses to plan check comments (all rounds)
- Approved permitted construction documents

PHASE F — BIDDING ASSISTANCE

**F.1 Bidder Support**

BFK will support the City through the competitive bidding process, including:

- Preparation and issuance of addenda in response to bidder questions and requests for clarification
- Responses to technical questions from prospective bidders during the bid period
- Attendance at any pre-bid conference or site walk if requested by the City

**F.2 Bid Evaluation Assistance**

BFK will assist the City in evaluating bids received, including review of bid schedules, bid alternates, and any substitution requests submitted with bids.

**F.3 Conformed Documents**

Following bid award, BFK will prepare conformed construction documents incorporating all addenda for distribution to the awarded contractor.

**Deliverables — Phase F:**

- Addenda (as required)
- Bid evaluation assistance memorandum (if requested)
- Conformed construction documents

PHASE G — CONSTRUCTION ADMINISTRATION

**G.1 Submittal and RFI Review**

BFK will review and respond to all contractor submittals, shop drawings, and product data in a timely manner, confirming conformance with the construction documents. The team will review and respond to all Requests for Information (RFIs) issued by the contractor during the construction period.

**G.2 Site Observations**

BFK will conduct periodic field observations at intervals appropriate to the stage of construction to confirm that the work is being performed in general conformance with the construction documents. Observations will be documented with written field reports submitted to the City following each site visit.

**G.3 Construction Meetings**

BFK will attend construction progress meetings as scheduled by the City or the contractor. Meetings may be conducted in person or virtually as appropriate to the needs of the project and as coordinated with City staff.

**G.4 Environmental and Testing Consultant Coordination**

BFK will coordinate with the City's environmental and testing consultants throughout the construction period as required to support abatement sequencing, SSD system installation, special inspections, and materials testing.

**G.5 Change Order Review**

BFK will review contractor-proposed change orders for scope and pricing reasonableness, providing written recommendations to the City on each change order request.

**G.6 Title 24 Acceptance Testing**

BFK will coordinate and support Title 24 acceptance testing requirements for mechanical and lighting systems, including preparation of required NRCA acceptance forms and coordination with the City's testing consultant.

**G.7 Punch List and Project Closeout**

BFK will conduct a substantial completion site observation and prepare a comprehensive punch list for the contractor's correction. The team will review closeout submittals including as-built drawings, operation and maintenance manuals, warranties, and attic stock requirements, and will confirm completion of all punch list items prior to recommending final acceptance to the City.

**Deliverables — Phase G:**

- Submittal and RFI log and responses
- Field observation reports
- Change order review recommendations
- Title 24 acceptance testing documentation
- Punch list
- Closeout review and final acceptance recommendation

## **SECTION F — APPROACH AND PROJECT SCHEDULE**

### OVERVIEW

BFK Architecture + Planning approaches the 105 W. 6th Street Building Rehabilitation and ADA Compliance Project as a straightforward but technically demanding rehabilitation assignment requiring careful coordination across multiple disciplines, regulatory agencies, and a separately retained environmental consulting team. Our approach is grounded in three core principles: thorough upfront investigation to eliminate surprises during design and construction, disciplined budget management against the City's \$700,000 target construction cost, and proactive communication with City staff at every milestone. Having attended the mandatory job walk on March 2, 2026, our team has direct firsthand knowledge of the existing conditions and constraints at the project site, and we are prepared to commence work immediately upon contract execution.

### WORK PLAN AND METHODOLOGY

#### **Phase A — Preliminary Phase**

Our first priority upon contract execution will be to establish a clear and accurate picture of existing conditions. Because no as-built drawings are available, we will conduct a comprehensive field investigation covering all architectural, structural, mechanical, electrical, plumbing, roof, and site elements. Field measurements and photographic documentation will be compiled into a base drawing set that will serve as the foundation for all subsequent design work.

Concurrent with field investigation, we will prepare a written code and accessibility analysis confirming occupancy classification, construction type, allowable area, egress compliance, and the full scope of ADA path of travel obligations triggered by the proposed alterations under CBC Chapter 11B. This analysis will be submitted to the City for review and comment before design begins, ensuring that the regulatory framework is mutually understood and agreed upon prior to investing design resources.

We will also review all available environmental reports — Phase I, Limited Phase II, Supplemental Air Quality and Underground Excavation Assessments, and the Lead and Asbestos Survey — and establish a working coordination protocol with the City's environmental consultant. Understanding the environmental constraints early is essential to avoid design conflicts or construction sequencing problems later in the project. We will identify at the outset which elements of the environmental scope — vapor barriers, sub-slab depressurization, abatement sequencing — will require integration into the construction documents, and we will carry those requirements forward through every subsequent design phase.

#### **Phase B — Schematic Design**

With the preliminary phase findings in hand, we will develop Schematic Design documents that establish the overall project approach and confirm feasibility within the \$700,000 target construction budget. Our SD process is deliberately broad before it is deep — we will evaluate roof repair versus replacement options, assess HVAC system strategies, confirm the restroom remodel approach, and lay out the ADA path of travel at a conceptual level before committing to detailed engineering. This allows us to make budget-driven decisions at the phase where they are least expensive to make.

At the conclusion of Schematic Design, we will prepare a preliminary opinion of probable construction cost organized by major work category. If any cost concerns are identified, we will present alternatives and recommendations to the City before proceeding. We will not advance to Design Development without City approval of both the design approach and the cost estimate.

**Phase C — Design Development**

Design Development is where the full engineering team engages in depth. Our structural, MEP, and civil engineers will develop their respective scopes concurrently with the architectural design, with BFK coordinating all disciplines in a fully integrated set of DD documents. HVAC load calculations, Title 24 envelope and lighting compliance analysis, CALGreen mandatory measures, and structural assessments for equipment support and roof replacement will all be completed during this phase.

We will prepare an updated opinion of probable construction cost at the conclusion of Design Development. If value engineering is required to maintain budget alignment, we will identify specific scope adjustments and present them to the City with clear cost and scope implications for each option. No scope changes will be made without City direction.

**Phase D — Construction Documents**

Our Construction Documents phase is characterized by rigorous coordination and quality control. Prior to initiating CD production, BFK will conduct an internal coordination review among all disciplines to identify and resolve conflicts before they appear on paper. CD documents will be issued for an internal QC review at the 90% stage before final submittal to the City for plan check.

All Title 24 Part 6 NRCC compliance forms, CALGreen documentation, and bid alternate descriptions will be completed and incorporated into the CD package. The final opinion of probable construction cost will be prepared at 100% CD completion, providing the City with a well-informed basis for evaluating bids upon receipt.

**Phase E — Permitting and Agency Coordination**

BFK will prepare and submit complete plan check packages to the City of Beaumont Building and Safety, Fire Department, and Public Works Department simultaneously where permissible, to minimize sequential review delays. We will track all plan check comments, prepare written responses, and resubmit corrected documents promptly. Our experience with Southern California plan check processes allows us to anticipate common comment areas — ADA compliance, Title 24 documentation, CALGreen checklists — and address them proactively in the initial submittal to reduce review cycles.

We will coordinate with all applicable utility agencies — Edison, Beaumont Cherry Valley Water District, City of Beaumont sewer, SoCal Gas — as required, and will support any required SCAQMD coordination for asbestos or lead abatement notification.

**Phase F — Bidding Assistance**

BFK will support the City through a competitive bidding process, responding to bidder questions promptly and preparing clear, well-organized addenda. We will assist the City in evaluating bids, reviewing bid schedules and alternate pricing, and preparing conformed documents for the awarded contractor.

**Phase G — Construction Administration**

BFK's construction administration services are substantive, not perfunctory. We will conduct regular site observations at intervals appropriate to the stage of work, document each visit with a written field report, and respond to submittals and RFIs within the turnaround times established in the pre-construction meeting. We will coordinate continuously with the City's environmental and testing consultants to support abatement sequencing, SSD installation, and special inspections.

Our goal during construction administration is to protect the City's interests and the integrity of the design while maintaining a constructive, professional working relationship with the contractor. We understand that the quality of construction administration directly affects the quality of the completed project, and we staff and manage this phase accordingly.

BUDGET MANAGEMENT APPROACH

Maintaining design alignment with the City's \$700,000 target construction budget is a continuous responsibility, not a one-time exercise. BFK will prepare opinions of probable construction cost at the completion of each major design phase — Schematic Design, Design Development, and Construction Documents — and will notify the City promptly if any phase estimate indicates a potential budget issue. We will never advance a phase that is out of budget alignment without first presenting the City with a clear set of options and obtaining direction. Bid alternates will be structured to give the City flexibility at the time of bid award if final bids come in above the target.

COMMUNICATION PLAN

BFK Architecture + Planning is a principal-led firm, meaning that Brian Knight — the project manager and architect of record — is the direct point of contact for the City at all times. There is no account manager layer between the City and the licensed professional responsible for the work. City staff will always reach the person who knows the project in the most detail.

We propose the following communication framework for this engagement:

**Project Kickoff Meeting.** An in-person or virtual kickoff meeting with City staff at the commencement of the project to confirm project goals, communication preferences, review protocols, and scheduling expectations.

**Phase Review Meetings.** A formal submittal review meeting at the conclusion of each design phase — Preliminary, SD, DD, and CD — to present deliverables, discuss findings, receive City direction, and obtain written approval to proceed to the next phase. These meetings may be conducted in person or virtually at the City's preference.

**Progress Updates.** Brief written progress updates provided to the City at regular intervals during active design phases, keeping City staff informed of status, upcoming milestones, and any emerging issues without requiring a formal meeting.

**Issue Escalation.** Any condition, finding, or event that may affect the project scope, budget, or schedule will be communicated to the City in writing promptly upon identification, with a clear description of the issue and a recommendation for resolution.

**Construction Period Communication.** During construction administration, BFK will distribute field observation reports within five business days of each site visit, maintain a current submittal and RFI log accessible to the City, and participate in construction progress meetings as scheduled.

All formal project communications will be conducted in writing and directed to the City's designated Project Manager. BFK is committed to being consistently available, responsive, and transparent throughout the life of the project.

PROJECT SCHEDULE

The following schedule reflects BFK's estimated durations for each project phase, assuming a contract execution date in April 2026 consistent with the City's anticipated award date. All durations are in calendar weeks from the start of each phase. This schedule is structured to support a construction start in late November 2026, which is achievable for a project of this scope provided City review periods and permit turnaround remain on track.

**Phase A — Preliminary Phase**

Duration: 2 weeks  
Start: Week 1 (upon contract execution, April 2026)  
Deliverables: Existing conditions documentation, code and accessibility analysis, environmental coordination memorandum

**Phase B — Schematic Design**

Duration: 3 weeks  
Start: Week 3 (following City authorization)  
Deliverables: SD drawings, preliminary cost estimate, phasing recommendations  
City Review Period: 1 week

**Phase C — Design Development**

Phase C — Design Development  
Duration: 4 weeks  
Start: Week 7 (following City SD approval)  
Deliverables: DD drawings and outline specifications, Title 24 / CALGreen preliminary documentation, updated cost estimate  
City Review Period: 1 week

**Phase D — Construction Documents**

Duration: 5 weeks  
Start: Week 12 (following City DD approval)  
Deliverables: 100% CD package, Title 24 NRCC forms, CALGreen documentation, final cost estimate  
City Review Period: 1 week

**Phase E — Permitting and Agency Coordination**

Duration: 4 weeks (concurrent with final CD production and City review)  
Start: Week 16 (July 2026)  
Deliverables: Approved permitted construction documents  
Estimated Permit Approval: August 2026

**Phase F — Bidding Assistance**

Phase F — Bidding Assistance  
Duration: 4 weeks  
Start: Week 20 (following permit approval, August / September 2026)  
Deliverables: Addenda, bid evaluation assistance, conformed documents  
Estimated Bid Award: October 2026

**Phase G — Construction Administration**

Duration: Per construction contract (estimated 4–6 months based on scope)  
Start: Late November 2026 (following contract award and mobilization)  
Deliverables: Field reports, submittal and RFI responses, punch list, closeout documentation

Estimated Overall  
Project Duration  
(Contract Execution  
through Construction  
Start):

Approximately 7 months from contract execution to construction commencement. This schedule assumes timely City review responses of one week per phase, permitting initiated concurrently at 90% CD completion, and a standard competitive bid period consistent with the project's scope and construction value.

## **SECTION G — ADDITIONAL INFORMATION**

### CUSTOMER SERVICE PHILOSOPHY

BFK Architecture + Planning was built on a straightforward proposition: public agency clients deserve the same level of attention, expertise, and responsiveness that larger firms reserve for their highest-fee clients. As a principal-led practice, Brian Knight is personally accountable for every deliverable, every communication, and every decision made on behalf of the City. There is no junior staff learning on the job at the City's expense, no account manager filtering communications, and no ambiguity about who is responsible when an issue arises. The City of Beaumont will always have direct access to the licensed architect of record who knows the project in full detail.

We understand that public agency work carries obligations that extend beyond technical design competence. City staff are accountable to elected officials, and elected officials are accountable to the public. That means our clients need a consultant who communicates proactively, surfaces problems early, manages budgets honestly, and delivers documents that are complete, coordinated, and ready for plan check without requiring multiple rounds of correction. BFK is structured to meet that standard on every project.

We also recognize that rehabilitation projects on sites with environmental history carry inherent uncertainty. Our approach is to investigate thoroughly, document clearly, design conservatively where conditions are unknown, and maintain transparent communication with the City whenever conditions in the field deviate from what the documents anticipated. We do not minimize problems or delay difficult conversations. Our clients trust us because we tell them what they need to hear, not what they want to hear.

### SPECIAL SERVICES AND CAPABILITIES

In addition to the core scope of services described in this proposal, BFK Architecture + Planning offers the following capabilities that may be of value to the City in connection with this project or future engagements:

**Sustainability and LEED Consulting.** Brian Knight holds the LEED Accredited Professional credential and has experience advising public agency clients on sustainable design strategies, energy efficiency measures, and green building certification pathways. While LEED certification is not a stated objective of this project, the firm's sustainability fluency directly informs the quality of Title 24 and CALGreen compliance work on every project

**Master Planning and Facilities Assessment.** BFK has experience providing public agency clients with broader facilities assessment and master planning services, helping municipal clients understand the condition, code compliance status, and capital improvement needs of their building portfolios. Should the City wish to evaluate other facilities for similar rehabilitation or code compliance needs, BFK is well positioned to assist.

**Grant and Funding Support.** BFK has experience working with public agency clients pursuing state and federal grant funding for capital improvement projects, including preparation of project narratives, cost estimates, and supporting documentation required by funding applications.

### CONFLICT OF INTEREST DISCLOSURE

BFK Architecture + Planning has no personal, professional, financial, business, or other relationships with the City of Beaumont that may have an impact on the outcome of this contract or any resulting project. The firm currently has no clients with a financial interest in the outcome of this contract. Brian F. Knight is not aware of any financial or economic interest of any public officer or employee of the City of Beaumont relating to this Agreement. BFK Architecture + Planning will comply with all applicable conflict of interest requirements, including Government Code Sections 87100 et seq. and 1090, throughout the term of any contract awarded under this RFP.

EXHIBIT "B"  
CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2026

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

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

PRODUCER ISU-The Ultima Agency 3848 E. Colorado Blvd. # 2 Pasadena, CA 91107 Tahanian Insurance Services	CONTACT NAME: Tahanian Insurance Services PHONE (A/C, No, Ext): 626-792-5000 FAX (A/C, No): 626-792-5639 E-MAIL ADDRESS: jack@ultimainsurance.com
626-792-5000	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Insurance Group	
INSURER B: Hiscox Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	OBF H363717	09/04/2025	09/04/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	OBF H363717	09/04/2025	09/04/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WBF H363712	09/04/2025	09/04/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL			P100.162.431.9	03/19/2026	03/19/2027	Each Occu \$ 1,000,000 Aggregate \$ 2,000,000

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

City of Beaumont is named as Additional Insured on the General Liability policy when required by a written contract.

<b>CERTIFICATE HOLDER</b>  City of Beaumont 550 E 6th Street Beaumont, CA 92223	<b>CANCELLATION</b>  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
---	--

## EXHIBIT "B"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
✓ 1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
  - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
    - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

**Additional Insured - Broad Form Vendors**

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 

The insurance afforded to the vendor does not apply to:

  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;

## EXHIBIT "B"

- (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
  - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:**
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
  - b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
    1. "Customers goods" means property of your customer on your premises for the purpose of being:
      - a. Worked on; or
      - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,**

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

#### 6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

#### 7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

**o. Recall of Products, Work or Impaired Property** is replaced by the following:

**o. Recall of Products, Work or Impaired Property**

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

## EXHIBIT "B"

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

### **Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

### **g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**  
 The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**  
**Representations**  
 We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**  
 The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**  
 Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

**2. Applicable to SECTION II - LIABILITY Coverage:**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

**L. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CALIFORNIA - IRED AUTO AND NON-OWNED  
UTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Coverage	Additional Premium
<b>A. Hired Auto Liability</b>	\$ INCLUDED
<b>B. Non-owned Auto Liability</b>	\$ INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

**1. Hired Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in **Section II - Liability** applies to "bodily injury" or property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**2. Non-owned Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in **Section II - Liability** applies to "bodily injury" or property damage" arising out of the use of any "non-owned auto" in your business by any person.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **Section II - Liability**, other than Exclusions **a., b., d., f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

**a.** "Bodily injury" to:

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

**(a)** Employment by the insured; or

**(b)** Performing duties related to the conduct of the insured's business; or

**(2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

**(1)** Whether the insured may be liable as an employer or in any other capacity; and



## EXHIBIT "B"

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph C. Who Is An Insured in Section II - Liability is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:
  - a. You;
  - b. Any other person using a "hired auto" with your permission;
  - c. For a "non-owned auto":
    - (1) Any partner or "executive officer" of yours; or
    - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
  - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.
2. None of the following is an insured:
  - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph H. Other Insurance in Section III - Common Policy Conditions is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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

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

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

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

Schedule

**Person or Organization**

**Job Description**

APPLIES AS BLANKET WAIVER  
FOR THOSE HAVING A WRITTEN  
CONTRACT WITH THE POLICY-  
HOLDER REQUIRING WOS FOR  
WCPOLICYHOLDER EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. WZF-H363712

Endorsement No. 01

Insured BRIAN F KNIGHT, ARCHITECT

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY

Countersigned By \_\_\_\_\_