

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
ARCHITERRA INC. (DBA ARCHITERRA DESIGN GROUP)**

This Agreement ("Agreement"), made this 18th day of June, 2024, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and ARCHITERRA, INC, (DBA ARCHITERRA DESIGN GROUP) a California Corporation ("CONSULTANT") with reference to the following facts, which are acknowledged by each party as true and correct:

RECITALS

- A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.
- C. CITY desires or is in need of Landscape Architecture services on an on-call basis.
- D. CITY and CONSULTANT are desirous of paying the consultant up to \$100,000.00 for tasks related to the scope of services for landscape architecture review.
- E. CONSULTANT has special knowledge, experience and facilities for accomplishing the above design or engineering services.
- F. CITY now desires to retain CONSULTANT to accomplish the above design or engineering services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 CONSULTANT acknowledges that no level of work is guaranteed. Assignments will be determined on an as-needed basis for which purchase orders will be issued based on

services required and CONSULTANT's fee schedule (refer to Exhibit "B"), which is attached to and made a part of this Agreement.

1.3 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.4 Monthly Written Reports. The Project Manager of CONSULTANT shall prepare and submit to the Assistant City Manager a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his/her designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his/her designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Kim Summers, City Manager
Address:	City of Murrieta 1 Town Square Murrieta, CA 92562
Phone:	(951) 461-6010
Facsimile:	(951) 461-6430

For CONSULTANT:	Richard W. Krumwiede, PLA 2834 President
CONSULTANT:	Architerra, Inc. (DBA Architerra Design Group)
Address:	10221-A Trademark Street Rancho Cucamonga, CA 91730
Phone:	(909) 484-2800
Facsimile:	(909) 484-2802

3. TERM

3.1 The services called for under this Agreement shall be provided by CONSULTANT during the period commencing upon execution of this Agreement and shall continue through June 30, 2027. This Agreement may renew for up to three (3) additional one (1) year terms based on satisfactory performance of the services called for in the Agreement, at the discretion of the City

Manager with at least thirty (30) days written notice prior to the expiration of the initial term or any subsequent annual renewal.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT for hours worked at the hourly rates specified in the CONSULTANT'S rate and fee schedule in Exhibit "B". The specified hourly rates include direct salary costs, employee benefits, overhead, and fee. The CITY also agrees to pay CONSULTANT for incurred direct costs other than salary costs, and other costs that are identified in Exhibit "A". CONSULTANT acknowledges that additional consultant(s) may provide the services called for by the Agreement, that no one consultant is guaranteed any particular amount of work, and that the total compensation for all services provided by the consultant(s) combined shall not exceed \$100,000 per fiscal year. The total amount payable by the CITY shall not exceed the amount designated on individual purchase orders issued pursuant to this Agreement and the sum not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) over the entire term of the Agreement. Each purchase order will require a scope of services, expected results, project deliverables, period of performance, and project schedule. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order.

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. CONSULTANT shall submit monthly invoices to the CITY for CONSULTANT's services rendered, in accordance with the schedule of tasks and charges attached as Exhibit "B", not to exceed the amount of the City issued purchase order. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the

work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents, or representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Automobile Liability. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insured under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to

maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service

shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work, which are in various stages of completion, and, which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of CITY, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of CONSULTANT in the performance of the professional services under this Agreement and those of CONSULTANT's sub-consultants or anyone for whom CONSULTANT is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

13.2 Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance of CONSULTANT, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.3 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT.

If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MURRIETA

Kim Summers, City Manager

Name of Consultant

Name/title of signatory [please print]

Signature

ATTEST:

Cristal McDonald, City Clerk

Name/title of signatory [if necessary]

Signature

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

EXHIBIT A

Scope of Services

The Municipal Plan Check Coordinator (Jennifer Lioy) shall be the primary contact for the initial inspection request and review of the documents received from City. The Coordinator is tasked with ensuring ADG has all information required before an initial inspection can be scheduled.

The Site Inspector shall be responsible for delivering the completed "Inspection Report" to the City and notifying the City of compliance or non-compliance with the approved plan set and document any direct communications with the applicant on required corrections and re-inspections.

"Typical" Scope of Services – Landscape & Irrigation Plan Check Review and Site Inspection Services

A. Plan Check Review

1. Receive two printed copies, or digital files, of the submitted Landscape Plans, and reference plans, from City staff.
2. Receive, track, review, and comment on landscape/irrigation design plans in a comprehensive and organized format, utilizing a checklist approved by the City, in accordance with the Water Efficient Landscaping Guidelines. All documents provided by ADG shall be in digital format for returning to the City.
3. Evaluate landscape and irrigation plans for conformance with the goals and policies of the City's General Plan, Zoning Codes, Specific Plans, Objective Design Standards, and applicable Design Guidelines.
4. Review of civil engineer grading plans, as needed, to ensure consistency with landscape plans.
5. Attend virtual or in-person meetings with the City, property owners and applicants to provide comments, recommendations, conditions of approval, and alternative design illustrations. (as requested).
6. Provide comments, revisions, recommendations, conditions of approval, and alternative design illustrations for project submittals. (an example of an alternative design solution may be a simple sketch to convey an idea of how to improve the design)
7. Review plans in a timely manner and in conformance with applicable City, County and State requirements.
8. Review plans for conformance with municipal code requirements, the City's Water Efficient Landscaping Ordinance, WELO, and Fuel Modification plans.
9. Receive all necessary reference material from City staff related to the landscape improvements, such as street improvement plans, grading plans, utility plans, biological reports, fire protection plans, stormwater, etc. Provide open communication with the Planning Division.
10. Review plan base information against provided reference material.
11. Review submitted landscape plans for completeness against the project's conditions of approval.

12. Review and check calculations, testing results, assertions, and other technical portions of reports.
13. Verify that maintenance responsibility is included/indicated on the plans. (ADG is not responsible for maintenance of the project)
14. Advocate the City's position in meetings with developers and/or other consultants.
15. Perform a variety of cost estimates, small studies, general project management activities, and provide general support to City staff.
16. Provide and coordinate redlined comments with City staff and related departments.
17. Return one digital copy of the submitted Landscape Plans to City staff for distribution to the submitting landscape architect.
18. Coordinate with City staff as needed for due diligence, ensuring plan check reviews completed are aligned with the City's vision and any special project-specific circumstances. Maintain availability to coordinate with City staff during business hours.
19. Review of the City's advanced planning projects, including development of residential design guideline and objective design standards, as needed.
20. Attend Design Review Committee (DRC), Planning Commission, City Council, and other City meetings, as requested. (virtual meetings preferred)
21. Create and maintain a system for tracking the review status for project applications and plan checks and provide Planning Division staff with access to tracking system. (example could be through a sharable document such as Google Docs, or the like)
22. Efficiently provide phone and/or meeting consultation to submitting landscape architect (consultant) regarding the prepared redline comments as needed to clarify comments and resolve issues.

B. Site Inspections

1. Assist Planning Division staff with providing technical support at preconstruction meetings, as needed.
2. Assist Planning Division staff with assessing project conformance with approved landscape and irrigation plans. Travel to sites, conduct field inspections, and assist staff as needed to perform inspections of completed development projects and infill properties.
3. Conduct interim inspections as needed during the landscape construction process to ensure installation of irrigation and landscaping complies with the approved construction plans, project conditions of approval, applicable Specific Plan requirements, and the City's Water Efficient Landscape Guidelines.

4. Confer/coordinate with the project landscape architect, contractor, etc., in the field and office as needed to provide direction/clarification on correction issues as needed.
5. Verify that landscape and irrigation audits are conducted by the developer's third-party consultant, as required by the City's Water Efficient Landscape Guidelines.

Quality Assurance Program

Timeliness/Work Schedule

It is understood that time is of the essence. ADG will provide services within the number of calendar days as authorized at the time of the project assignment, after the commencement date specified in the notice to proceed. A project schedule is typically completed by our team utilizing the "Fast Track" scheduling platform, detailing each project's phases and tasks for Client review and approval prior to the start of work. ADG's projects are consistently completed on time, due to our Principals' active involvement during the progression of our projects through weekly project management meetings and proactive staff scheduling.

Our staff meets twice weekly to discuss project status and staff scheduling. This proactive approach includes scheduled meetings every Thursday with project managers to allocate our staff resources for the following week. A second higher-level management meeting, which includes our President, Directors, and Project Managers, occurs first thing every Monday morning, followed immediately by a meeting of all staff members to again review deadlines and expectations for the upcoming week. Our approach ensures proven and consistent results, a focused design team, and projects delivered correctly and on time.

Value Engineering

For design projects, an important element in our firm's success is our ability to meet the Client's construction budgets. Prior to the start of the design process, we thoroughly discuss the Client's anticipated improvement cost for each phase of development. Based on this initial feedback, value-engineering studies are conducted to determine the actual improvements possible to maintain the budgetary constraints. ADG then carefully coordinates all phases of design development with the approved construction budget. This creates projects that are consistently constructed at or below the original estimate of projected cost.

Cost Estimating Process

In support of our Value Engineering process, ADG prepares "Statements of Probable Construction Costs" as required by the project's scope of services. The "Statements of Probable Construction Costs" are prepared using Microsoft Office Excel spreadsheets, which have been developed by our office over the last twenty-five years to accurately estimate our project's costs. The office "master" is updated annually using bid data from

our clients, contractor surveys, and material cost multipliers. "Statements of Probable Construction Costs" are generally prepared during the Schematic Design, Design Development, and Construction Document Phases for in-house and client review, and input.

Quality Standards

Unlike larger firms, our modest size gives our clients the advantage of working with an experienced principal from project start to finish, which increases the level of service and product quality throughout all phases of project development. Our office has developed project design standards, construction document standards, and cost estimating programs, which enable us to provide drawings and projects to our client's, which are consistently higher than the "professional standard of care". Additionally, all projects are reviewed in-house for errors and corrections prior to Client and/or Agency submittals.

Communication with our Clients, regarding their project's progress, is also a part of our quality assurance program. Clients are updated bi-weekly through written "Project Status Reports" prepared by the project manager.

90% of all our business is either repeat business from established Clients or referrals from our Clients and Public Agencies. This is a direct result of our office's high standards for design, construction documents, and client service.

EXHIBIT B

Schedule of Rates and Charges

Professional Fees

FEE SCHEDULE – PLAN CHECKING

We propose to provide Plan Checking services, as directed by the City. Our hourly rates listed below would apply to plan check billing on an hourly basis. Rates with escalation for inflation are outlined below.

Rates for the first fiscal year 2024/2025

Plan Check & Site Inspection Services Standard Rate:	\$125.00/hour
Expedited/Overtime Rate:	\$187.50/hour

Rates for the second and third fiscal years 2025/2026 & 2026/2027

Plan Check & Site Inspection Services Standard Rate:	\$135.00/hour
Expedited/Overtime Rate:	\$202.50/hour

Reimbursable Expenses

The following costs shall be reimbursed at cost, and are not included in the Basic Fee for Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, plotting, Xerox copying, photo reproductions.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Cost of postage and shipping expenses other than first class mail.
- Agronomic Soil Testing.
- Photographic services, film and processing.
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project. (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of Client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2023

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 License # OC88587 CDS Insurance Services 2001 E. Financial Way, Suite 200 Glendora, CA 91741	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (626) 610-9500 FAX (A/C, No): (626) 610-9299 E-MAIL ADDRESS: certificates@cdisinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Architerra, Inc. 10221-A Trademark Street Rancho Cucamonga, CA 91730	INSURER A : Continental Casualty Co NAIC # 20443
	INSURER B : Oak River Ins. Co. (BHHC) 34630
	INSURER C : National Casualty Company 11991
	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	B2098053139	9/25/2023	9/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> 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			B2098053139	9/25/2023	9/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			B5084665671	9/25/2023	9/25/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ARWC452755	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			JEO0002016	7/15/2023	7/15/2024	Each Claim/Aggregate 2,000,000
C	Professional Liab			JEO0002016	7/15/2023	7/15/2024	Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All endorsements apply as per written contract.

City of Murrieta and its respective elected officials, officers, employees, agents and representatives are named as additional insured as respects general liability as per attached SB146968C 1019 including completed operations and waiver of subrogation. Waiver of subrogation applies as respects workers compensation as per attached WC990410C.

CERTIFICATE HOLDER City of Murrieta 1 Town Square Murrieta, CA 92562	CANCELLATION 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

POLICY NUMBER

B 2098053139

INSURED NAME AND ADDRESS

ARCHITERRA, INC.
10221-A TRADEMARK ST
RANCHO CUCAMONGA, CA 91730

ADDITIONAL INTEREST SCHEDULE

LOCATION 1 BUILDING 1

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
Rancho Cucamonga Fire Protection District
8794 Lion Street
Rancho Cucamonga , CA 91730

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
CITY OF REDONDO BEACH
415 DIAMOND ST ATTN: CITY ENGINEER
PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION
REDONDO BEACH , CA 90277

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
CITY OF MURRIETA
DEVELOPMENT SERVICES DEPARTMENT
1 TOWN SQUARE
MURRIETA , CA 92562

Type: Designated Person or Organization
Additional Interest Name and Address:
REPUBLIC SERVICES, INC
18500 N ALLIED WAY
PHOENIX , AZ 85054

Type: Designated Person or Organization
Additional Interest Name and Address:
CITY OF RANCHO CUCAMONGA
10500 Civic Center Drive
Rancho Cucamonga , CA 91730

Type: Designated Person or Organization
Additional Interest Name and Address:
CITY OF DIAMOND BAR
21810 COPLEY DRIVE
.
DIAMOND BAR , CA 91765

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
TAYLOR MORRISON SERVICES, INC.;
TAYLOR MORRISON OF CA, LLC;
TAYLOR MORRISON, INC.
Insurance Compliance
PO Box 100085 - XJ
DULUTH , GA 30096





IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "**Bodily injury**" or "**property damage**"; or
 - b. Offense that caused the "**personal and advertising injury**";
for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization 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:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under Businessowners Liability Conditions, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

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

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

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.
- F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:
- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.



**CHANGES - NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail written notice of cancellation or material change at a minimum of thirty (30) days prior to such cancellation or material change, to:

SCHEDULE
Name of Designated Entity: _____
Address/Contact Information of Designated Entity: _____

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

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend any rights or obligations under this policy.
2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal, at the same time notice is given to the first Named Insured.
3. If we cancel or elect not to renew this policy for nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be provided before or after the effective date of cancellation or nonrenewal.
4. Failure to give notice in accordance with the terms of this endorsement does not:
 - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
 - b. Render such cancellation or nonrenewal ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.

All other terms and conditions of the Policy remain unchanged.

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

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.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	350.00

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: 10/01/2023

Policy No.: ARWC452755

Endorsement No.:

Insured: Architerra Inc DBA Architerra Design Group

Premium \$

Insurance Company: Oak River Insurance Company



Countersigned by _____