



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Steve Finton, City Engineer
Gilbert Gamboa, Senior Civil Engineer

DATE: August 2, 2011

SUBJECT: Consideration to Authorize the City Manager to Award a Professional Engineering Services Contract to KOA Corporation/CBM Consulting, Inc. for Construction Inspection Services on the 2010-2011 and 2011-2012 Sewer Main Rehabilitation (Miscellaneous Spot Repairs and Mainline Replacements) Projects, and the 2011-2012 Water Main Replacement Project, Phase 2 (\$211,720.00)

RECOMMENDATION:

Staff recommends that City Council pass a motion to Authorize the City Manager to award a professional engineering services contract in the amount of \$211,720.00 to KOA Corporation/CBM Consulting, Inc. for construction inspection services on the following projects:

- a) 2010-2011 Sewer Main Rehabilitation Project (miscellaneous spot repairs)
- b) 2011-2012 Sewer Main Rehabilitation Project (mainline replacements)
- c) 2011-2012 Water Main Replacement Project, Phase 2

FISCAL IMPLICATION:

Sewer and Water Enterprise Funds in the total amount of \$4,590,000 were appropriated by City Council for these projects through the fiscal year 2010-2011 and 2011-2012 Capital Improvement Programs.

The following tables indicate available project funding, expected costs and anticipated balance:

SEWER PROJECTS	
Available Project Funding	FY 2010-2012 Budgets
2010-2011 Sewer – DESIGN (CIP 11836E)	\$ 150,000
2010-2011 Sewer – CONSTRUCTION (CIP 11836E)	\$ 900,000
2011-2012 Sewer – DESIGN (CIP 11837E)	\$ 200,000
2011-2012 Sewer – CONSTRUCTION (CIP 11837E)	\$ 1,140,000
Total Sewer Budget	\$ 2,390,000

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WATER PROJECT	
Available Project Funding	FY 2010-2012 Budgets
2011-2012 Water – DESIGN (CIP 11835E)	\$ 200,000
2011-2012 Water – CONSTRUCTION (CIP 11835E)	\$ 2,000,000
Total Water Budget	\$ 2,200,000
Total Sewer and Water Budget	\$ 4,590,000
Expected Expenditures	
Construction Contract for 2010-11 Sewer Project (Garcia Juarez Construction, Inc.)	\$ 147,050
Construction Contingency (10%)	\$ 15,000
Misc. Expenses (Notice of Exemption Filing Fee, Bid Advertising, Delivery, etc...)	\$ 220
Geotechnical Investigation Contract (Terracon Consultants, Inc.) *	\$ 18,490
Design Contract (Infrastructure Engineers formerly AAE, Inc.) *	\$ 147,630
Construction Inspection Services (KOA Corporation/CBM Consulting, Inc.) *	\$ 211,720
Total Expected Expenditures	\$ 540,110
Anticipated balance available for Construction of 2011-2012 Sewer & Water Projects	\$ 4,049,890

* The Contracts with Infrastructure Engineers (formerly AAE, Inc.), Terracon Consultants and KOA Corporation/CBM Consulting, Inc. account for completion of two (2) annual sewer rehabilitation projects and a portion of one (1) annual water replacement project. Construction for these projects is expected to be completed through two (2) separate contracts. The budget line items above include professional services for both the 2010-2011 and 2011-2012 projects.

BACKGROUND:

The City is conducting a water and sewer infrastructure reinvestment program. The City recently completed a Water and Wastewater Master Plan effort in concert with the implementation and adoption of a revised utility rate structure. Projects to repair or replace damaged sewer mains and upsize existing water mains were included in the five (5) year Capital Improvement Program (CIP) previously adopted by City Council.

2010-2011 Sewer Main Rehabilitation Project (Miscellaneous Spot Repairs)

The 2010-2011 Sewer Main Rehabilitation Project is comprised of 22 individual sanitary sewer point repairs at fourteen (14) street locations in the City’s Tree and Sand Sections. Spot repairs consist of open-cut excavation, removal and replacement of 6 to 18 feet of damaged pipe sections and restoration of existing pavement surface improvements. On May 17, 2011, City Council approved the plans and specifications and authorized staff to solicit bids. Bids were received and opened on June 23, 2011 and the City Council awarded a contract to Garcia Juarez Construction, Inc. at its July 19, 2011 meeting. Construction on this sewer project will start at the end of August, 2011. This project is being coordinated ahead of the scheduled pavement slurry seal program in Area 6 (Tree Section).

2011-2012 Sewer Main Rehabilitation Project (Mainline Replacements)

The 2011-2012 Sewer Main Rehabilitation Project includes the replacement of over 4,000 linear feet of clay pipe and consists of sanitary sewer mainline replacements at seven (7) project street locations in the City’s Sand Section. New sewer mains and manholes will be designed and constructed, and residential sewer laterals reconnected to the new main. The new sewer mains will be relocated from the sidewalk or encroachment areas to the drive or walk street areas and the existing mains abandoned in place. Private improvements in the encroachment areas will be restored in kind and the entire walk street width may be reconstructed in affected areas. This project is currently in the early stages of design.

2011-2012 Water Main Replacement Project – Phase 2

The 2011-2012 Water Main Replacement Project includes the replacement of 11,600 linear feet of pipe in the southerly sand section of town and has been divided into two phases for design and construction. Phase 2 of the 2011-2012 Water Project consists of replacing 3,260 linear feet of mains. New water mains, valves and fire hydrants will be designed and constructed, and residential water services reconnected accordingly. The new water mains will be relocated from encroachment areas to the walk street areas and the existing mains abandoned in place. A small portion of one of the project streets will require the coordination of both water and sewer work. As a result, this project was recently added to the 2011-2012 Sewer Project (above) through an amended design agreement.

DISCUSSION:

On June 27, 2011, the City issued a Request for Proposals (RFP) to provide construction inspection services for the 2010-2011 Sewer Main Rehabilitation (misc. spot repairs) Project only. The RFP was sent to three (3) qualified consultants to provide inspection services on an hourly basis with a not-to-exceed fee. The City received proposals from the following firms:

NO.	INSPECTION CONSULTANT	FEE
1.	KOA Corporation/CBM Consulting, Inc.	\$65,710
2.	PSOMAS	\$93,470
3.	Willdan Engineering	\$80,080

All three (3) firms above have provided inspection services for the City on street and water projects in the recent past. Staff reviewed and evaluated the proposals and entered into negotiations with KOA Corporation/CBM Consulting, Inc.

In order to present a more cost effective approach, the 2011-2012 Sewer and Water (Phase 2) Projects were added to the scope of inspection services. However, note that these projects are not ready for construction and are in the design phase at this time. Staff recommends that the construction inspection contract be awarded to KOA Corporation/CBM Consulting, Inc. for professional services on two (2) sewer and one (1) water projects in the not-to-exceed amount of \$211,720, as follows:

1. 2010-2011 Sewer Main Rehabilitation Project (not-to-exceed \$43,980)
60-working days
2. 2011-2012 Sewer & Water Main Replacement-Phase 2 Projects (not-to-exceed \$167,740)
240-working days

City staff will manage the design and construction contracts and the inspection consultant will provide full-time on-site construction inspection and coordination. The recommended professional services agreement will provide the following services required to complete all three (3) projects:

- Construction inspection including full-time inspectors to verify construction materials, methods and traffic control are performed according to the contract
- Monitor Storm Water Pollution Prevention Program (SWPPP) and National Pollutant

Agenda Item #: _____

Discharge Elimination System (NPDES) project issues

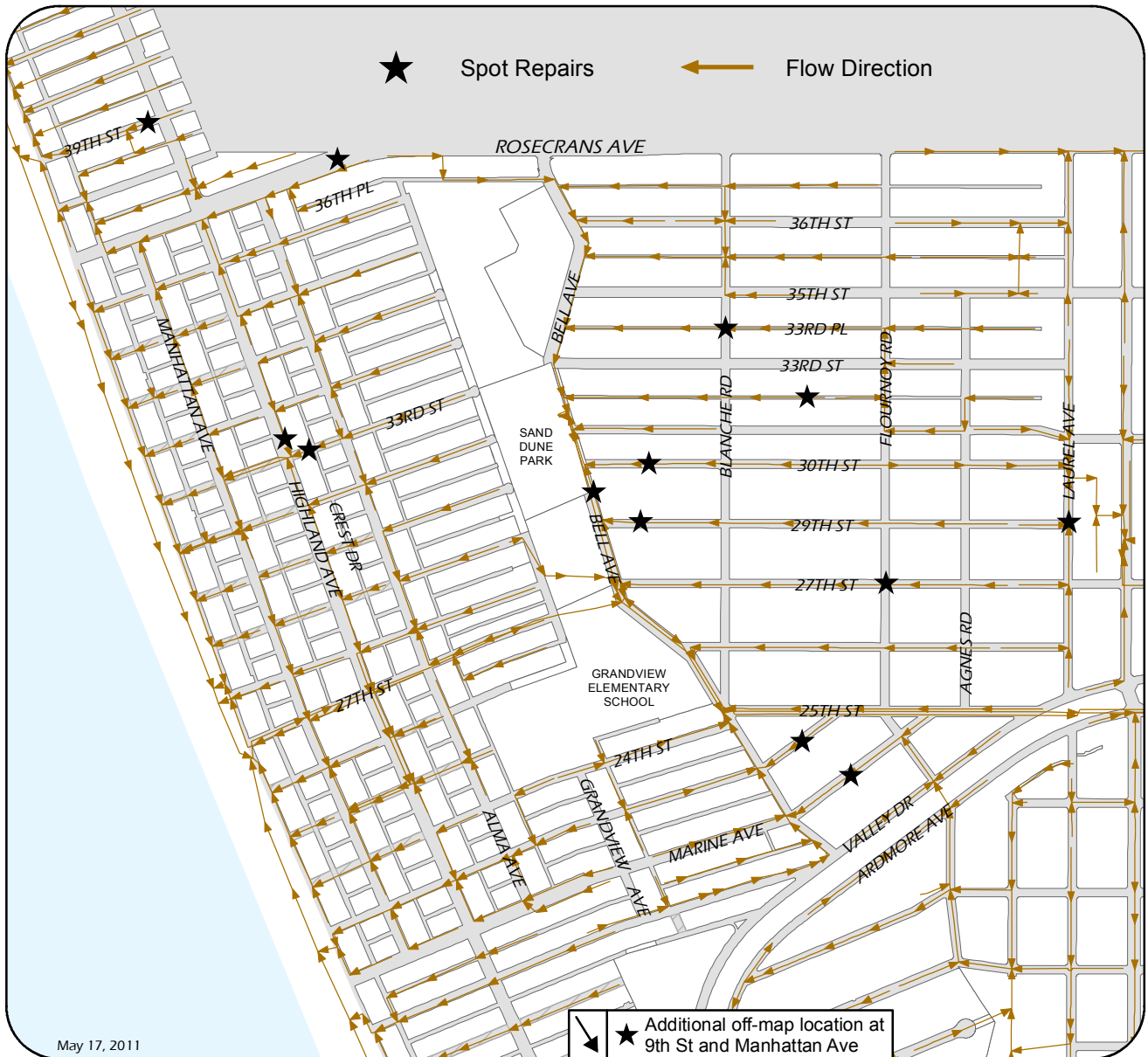
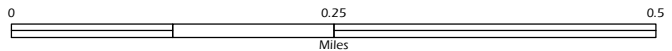
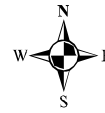
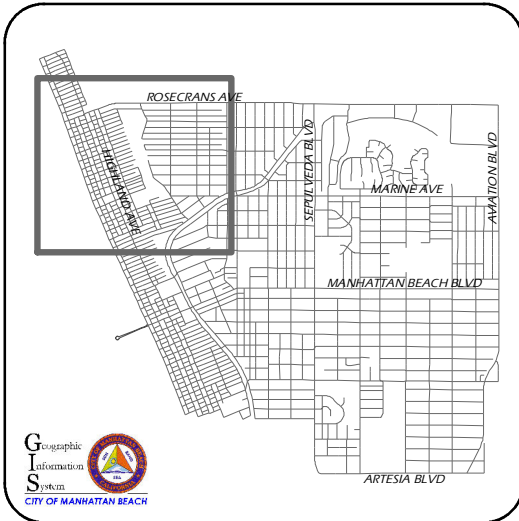
- Review Requests for Information (RFI)
- Review progress payments and verify field quantities of bid items
- Construction documentation including as-built conditions

Attachments:

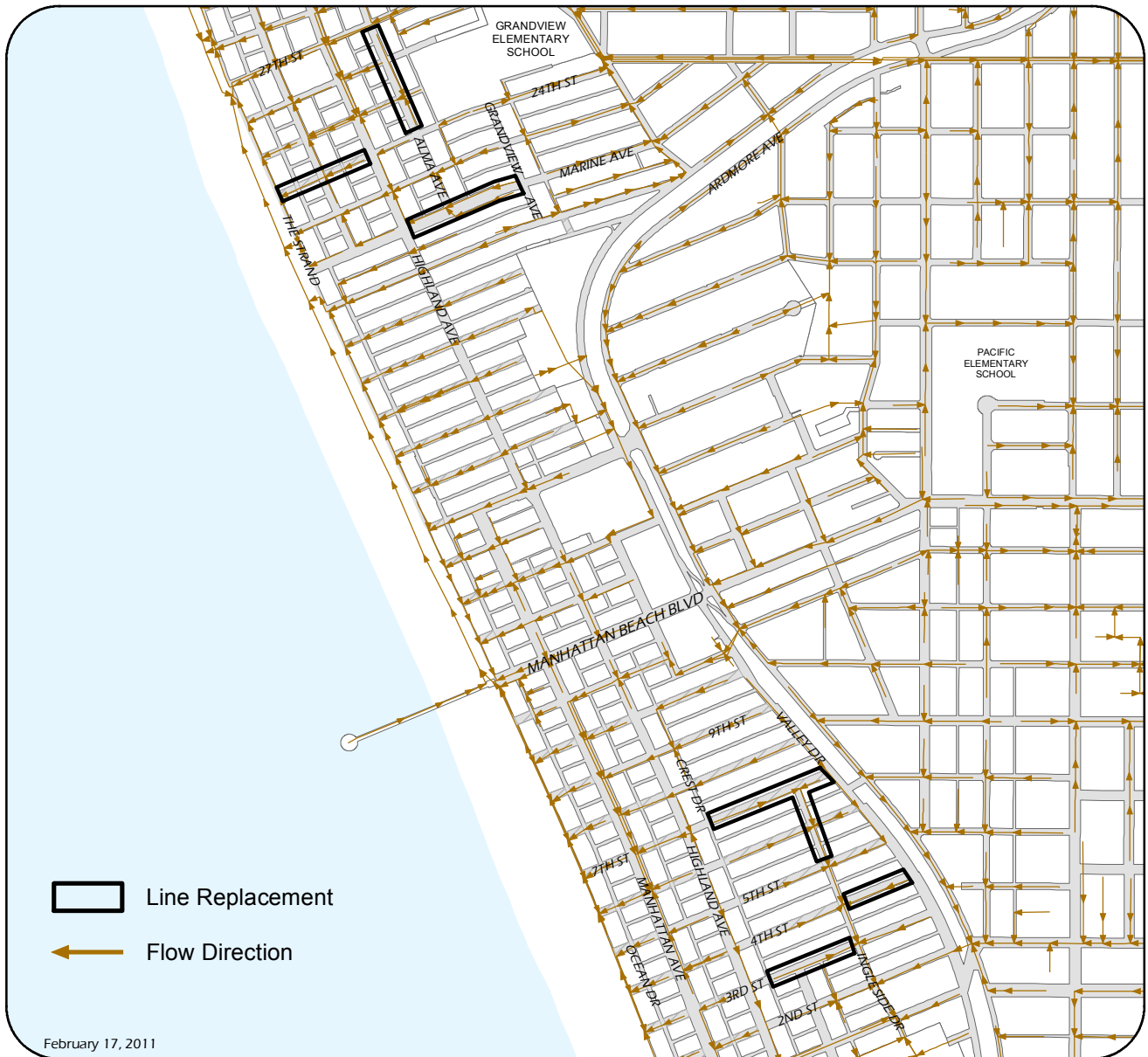
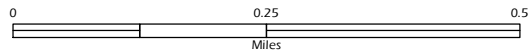
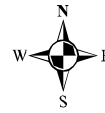
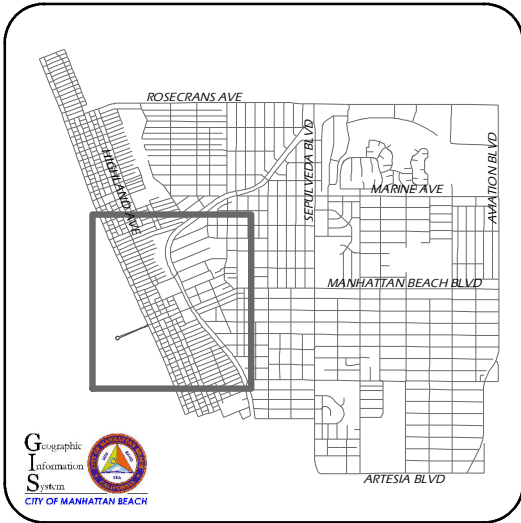
- 1) Map of FY 2010-2011 Sewer Main Rehabilitation (misc. spot repairs) Project
- 2) Map of FY 2011-2012 Sewer Main Rehabilitation (mainline replacements) Project
- 3) Map of FY 2011-2012 Water Main Replacement Project, Phase 2
- 4) Professional Services Agreement (KOA Corporation/CBM Consulting, Inc.)

xc: Henry Mitzner, Controller

City of Manhattan Beach 2010 - 2011 Sewer Main Rehabilitation Project



City of Manhattan Beach 2011 - 2012 Sewer Main Rehabilitation Project



February 17, 2011

AGREEMENT

THIS AGREEMENT is made this 2nd day of AUGUST, 2 011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and (KOA Corporation/CBM Consulting, Inc.), a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to provide professional Construction Inspection Services for the 2010-2011 Sewer Main Rehabilitation Project (misc. spot repairs), AND the 2011-2012 Sewer Main Rehabilitation Project (mainline replacements), AND the 2011-2012 Water Main Replacement Project-Phase 2;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. **Services to be Provided.** The services to be provided hereunder shall be *those set forth in Exhibit "A", Scope*

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of Work, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed Two hundred-Eleven thousand, Seven hundred Twenty dollars and 00/100 cents (\$211,720.00)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, **[payment shall be based on hourly rates in Exhibit "B"]**.

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of

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insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements.
CONSULTANT shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to

provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be

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subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT) ; or
- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

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13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

KOA Corporation/CBM Consulting, Inc.
Chuck Stephan, V.P. of South Bay Operations
1411 W. 190th Street, Suite 525
Gardena, CA 90248

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. Consultant's Proposal. This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. Licenses, Permits, and Fees. CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. Time of Essence. Time is of the essence in the performance of this Agreement.

19. Limitations Upon Subcontracting and Assignment. Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. The obligations of this paragraph shall survive the termination of this Agreement.

22. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not


contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT: KOA Corporation/CBM Consulting, Inc.

By



Chuck Stephan, V.P. South Bay Operations

CITY OF MANHATTAN BEACH


By

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



Cheryl Hogan
City Attorney



Public Works Approval

EXHIBIT "A"

**SCOPE OF WORK
to provide
CONSTRUCTION INSPECTION SERVICES
for
2010-2011 SEWER MAIN
REHABILITATION PROJECT
(miscellaneous spot repairs)
and
2011-2012 SEWER MAIN
REHABILITATION PROJECT
(mainline replacements)
and
2011-2012 WATER MAIN
REPLACEMENT PROJECT, PHASE 2**

(KOA Corporation/CBM Consulting, Inc. PROPOSAL)

July 19, 2011

Gilbert Gamboa, P.E.
Senior Civil Engineer
City of Manhattan Beach – City Hall
1400 Highland Avenue
Manhattan Beach, CA 90266

RE: Proposal for Construction Inspection Services for the 2010-2011 Sewer Main Rehabilitation Project , 2011-2012 Sewer Main Rehabilitation Project and the 2011-2012 Water Main Replacement Project, Phase 2.

Dear Mr. Gamboa:

CBM Consulting, Inc. ("CBM"), a wholly owned subsidiary of KOA Corporation ("KOA"), appreciates the opportunity to submit qualifications to the City of Manhattan Beach for Construction Inspection services. CBM has the expertise and resources required to assist the City of Manhattan Beach in a timely and efficient manner. We are committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

The CBM team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. Descriptions of similar projects and respective references for these projects are included in our proposal. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of Manhattan Beach. Every member of our proposed team is available to be committed to the projects assigned to us beginning the start date.

Derry MacMahon, LEED AP will be the Management Contact and Project Manager for this contract. The contract would be managed through the South Bay office at 1411 W. 190th Street, Suite 525, Gardena, CA, 90248; Phone: 310.329.0102; Fax: 310.329.1021; Email: dmacmahon@koacorporation.com. Thank you for this opportunity to offer our services to the City of Manhattan Beach. Should you have questions during the selection process, please contact me at 310.329.0102.

Sincerely,
**KOA Corporation/
CBM Consulting**



Chuck Stephan, P.E. (CA RCE C50481)
V.P. of South Bay Operations

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Project Understanding and Approach

The overall project consists of two proposed sewer projects and one proposed water project. The 2010-2011 Sewer Main Rehabilitation Project consists of twenty-two (22) sewer line spot repairs on fourteen (14) street locations. The construction work on this project is anticipated to commence towards the beginning of September 2011.

The 2011-2012 Sewer Main Rehabilitation Project consists of the sewer main replacements (4100 LF) at seven street locations. Also included in the scope will be asphalt and or concrete pavement reinstatement. The new sewer mains will be relocated from the sidewalk or encroachment areas to the drive or walk street areas and the existing sewer main will be abandoned in place. Private improvements in the encroachment areas will be restored in kind and entire walk street will be reconstructed in affected areas. This project is currently in design and is expected to reach a construction ready phase in the summer of 2012.

The 2011-2012 Water Main Replacement Project, Phase 2 consists of water main replacements at four street locations (3260 LF). The sewer and water replacement on 7th Street will need to be coordinated. The scope of work also includes asphalt and concrete pavement reinstatement. The new water mains, valves and fire hydrants will be constructed in parallel alignment to existing infrastructure and the residential water services will be reconnected accordingly. The new water mains will be located in the walk street area and the existing mains abandoned in place. The existing water meters will remain in place. This project is currently in design and is expected to reach a construction ready phase in the summer of 2012.

The 2011-2012 Sewer Main Rehabilitation Project and the 2011-2012 Water Main Replacement Project, Phase 2 are expected to be bid together under a single construction contract.

2010-2011 Sewer Main Rehabilitation Project:

The depth of the sewer line varies from six feet to ten feet. Based on the project specific geotechnical report ground water was not encountered in the investigative bore holes. Prior to the commencement of the construction operation the contractor will need to submit and have approved the following submittals:

1. Notice of Construction for residents
2. Approved SWPPP
3. Temporary Shoring
4. Traffic Control Plan
5. Project Schedule
6. Alternative sewer conveyance plan to facilitate the spot repairs.
7. Material submittals such as VCP pipe, AC mix design, concrete mix design, pipe bedding material, gradation analysis for aggregate base, striping material, etc
8. Site specific Safety Plan
9. Construction & Demolition Waste Management Plan

The objective is to minimize disruption to the local residents and businesses in the area while at the same time carrying out the work in an expeditious and safe manner and in accordance with the plans and specifications.

The 2010-2011 Sewer Main Rehabilitation Project will be scheduled ahead of the slurry seal operation that will follow this project.

CBM will carry out a photographic conditional survey at the locations of the sewer spot repairs.

The contractor will need to notify dig alert at least two (2) working days prior to the commencement of the construction operation. Locations of existing utilities will need to be identified prior to the commencement of the excavation operation.

One of the first operations the contractor will carry out is the installation of the SWPPP protection. This will need to be maintained on a daily basis throughout the course of the project.

The contractor shall set up traffic control prior to saw cutting and excavation for the sewer line spot repairs.

All survey monumentation affected by the sewer repair work will need to be tied back and reinstated prior to the completion of the project.

The sewer downtime needs to be minimized or a by-passed conveyance system installed particularly if the repair takes longer than a few hours. In a situation where the sewer conveyance system may not be required the sewer line will still need to be temporarily plugged and this operation needs to be coordinated with the residents.

The contractor will need to insure that all laterals are reconnected to the main sewer line in an expeditious manner.

The pipe bedding sand needs to have an SE of at least 30.

The backfill of the open excavations will need to be placed and compacted in layers in accordance with the plans and specifications.

All open excavations will need to be properly secured off and protected against potential accidents.

Temporary shoring will be required in the excavations associated with sewer spot repairs. No personnel shall work in the open excavations without proper shoring in place.

Access to adjacent properties will need to be maintained at all times where feasible. Where access needs to be temporarily restricted this will need to be coordinated with the local residents and businesses.

Reinstatement of PCC work and asphalt work will need to be done in accordance with the contract documents.

CCTV survey will be carried out in the sewer lines after the completion of the repairs.

Work will be restricted to the specified time periods for each work day.

As built drawings will be maintained and updated on a daily basis.

The coordination of the work and planning ahead is crucial for the successful outcome of this project. CBM will be very proactive in insuring that the project is executed accordingly.

The CBM Approach starts with the end in mind. The end being a quality project delivered on time and within budget. The CBM process begins with the development of the main project elements: master project schedule, master project budget and the comprehensive scope of work. These elements are not developed in a vacuum, but rather with all project stakeholders to ensure that no surprises are encountered during the project. This provides a sense of order among project stakeholders and project team such that the entire team is focused on the same goals.

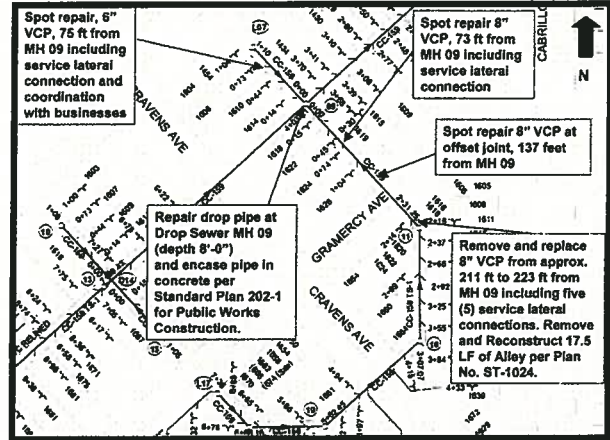
CBM uses a wide range of systems, depending on the client's project need and budget. From simple, time-tested forms and procedures to the state of the art in CM and web-based systems, CBM delivers small and large projects on-time and under budget, while keeping our Client up to date on a "real-time" basis.

Relevant Projects



Sewer and Storm Drain Rehabilitation
 Torrance, CA

Consultant Cost: \$85,320
 Owner: City of Torrance
 Completion Date: Ongoing
 Construction Observer: Scott Neumann
 Contact: Beth Overstreet, City Engineer
 310.618.3074



CBM is providing Construction Observation for the City of Torrance performing citywide spot repairs and cleaning. The Project includes video-inspector, point repairs, removal and replacement, pipe-lining, manholes; alley reconstruction, curb and gutter, sidewalk reconstruction and traffic control.



Water Main Installation & Replacement
 Manhattan Beach, CA

Consultant Cost: \$37,475
 Owner: City of Manhattan Beach
 Completion Date: August 2008
 Construction Manager: Derry MacMahon
 Construction Observer: Cris Cole
 Contact: Michael Guerrero, P.E.
 310.802.5355



CBM provided Construction Management and Inspection services to the City of Manhattan Beach for citywide water line repairs. Repairs and Installation within the Residential district were successfully coordinated in response to resident concerns throughout the area.

21



2010 City Wide Metal Storm Drain Repair Project
 Laguna Beach, CA

Consultant Cost: \$36,000
 Owner: City of Laguna Beach
 Start Date: August 2010
 Completion Date: October 2010
 Project Manager: Alan Braatvedt
 Construction Inspector: Don Wren, Sr.
 Contact: Mark Trestik, Civil Engineer
 949.497.0300

The City replaced/relined 51 pipes throughout the City through the removal and replacement of sections of CMP with RCP or HDPE pipe or relined existing pipes using Cured-In-Place lining. CBM provided an inspector to work as the City's representative as the project inspector and liaison with the City Project Manager and City Engineering Staff, as well as, the Contractor during the construction of the project.



**Storm Drain Structural Lining CIPP
 Rehabilitation Project**
 Rancho Palos Verdes, CA

Construction Cost: \$356,151
 Owner: City of Rancho Palos Verdes
 Completion Date: April 2009
 Contact: Ron Dragoo, Senior Project Engineer
 (310) 544-5246
 Project Manager: Kevin Klaus
 Construction Inspector: Scott Neumann, Mark Negus



CBM provided Construction Management and Inspection Services for the Storm Drain Structural Lining Project for the City of Rancho Palos Verdes. The scope of work for this project included Video inspection of 5066 LF of storm drain lines; 1712 LF of cleaning in the existing storm drain lines; and installation of structural lining in ~2400 LF of existing storm drain line. The City of Rancho Palos Verdes is highly dependent upon a system of inlets, outlets, and corrugated metal pipes (CMP) to drain the terraced communities of this oceanfront peninsula. This project was part of the City's storm drain rehabilitation project and involved the rehabilitation of numerous CMP storm drains throughout the City. CBM managed the evaluation of the existing system, pipe preparation, and installation of new cured in place pipe materials. This work will extend the life of storm drain lines that were determined to be most deteriorated and at risk of failure.

22



La Habra Water Replacement Project FY2009-2010
 La Habra, CA

Construction Cost: \$1.0 million
 Completion Date: January 2011
 Owner: City of La Habra
 Contact: Sam Makar, P.E.
 Principal Civil Engineer
 562.905.9720



CBM provided design, project management, and construction management for the replacement of aging water pipelines, valves, and water services. Work included replacement of 11,000 LF of 6" and 8" PVC water mains, fire hydrants, valves and fittings, air release/vacuum relief assemblies, flushing risers, and 200 water services. The project was constructed in coordination with the annual street rehabilitation project.



Harbor Boulevard Rehabilitation Project;
Harbor Boulevard & La Habra Boulevard Improvement Project
 La Habra, CA

Cost: \$2,400,000
 Owner: City of La Habra
 Start Date: April 2009
 Completion Date: September 2009
 Contact: Sam Makar, Senior Civil Engineer
 (562) 905-9720
 Project Manager: Chuck Stephan, P.E.
 Construction Observer: Mauricio Zeledon
 Construction Observer: Nicolas Hsieh
 Funding Source: STPL



This federally-funded STPL project rehabilitated one mile of Harbor Blvd from Lambert Rd to Whittier Blvd, and improved the intersection at La Habra Blvd by widening the street and installing additional right and left turn lanes. This project was constructed in conjunction with a Rule 20 utility undergrounding project, and commercial improvements at adjoining properties. Work included storm drain box culvert; storm drains; curb, gutter, sidewalks, driveways; water pipelines, meter and fire hydrant relocations; bore casing under railroad right-of-way; traffic signals; pavement construction and asphalt rubber hot mix overlay.



Hermosa Beach Sewer Rehabilitation
 Hermosa Beach, CA

Construction Cost: \$397,202
 Owner: City of Hermosa Beach
 Construction Duration: July 2007 - March 2008
 Contact: Frank J. Senteno, P.E.
 Department of Public Works
 (310) 318-0238
 Project Manager: Scott Neumann
 Construction Observer: Scott Neumann



CBM provided construction observation for the City's sanitary sewer improvement project. The project consisted of sewer improvements including sewer pipeline reconstruction, new sewer pipeline construction, construction of new manholes, and the lining repair of existing sewer pipelines at various locations throughout the City.



Canyon Acres Storm Drain and Road Reconstruction
 Laguna Beach, CA



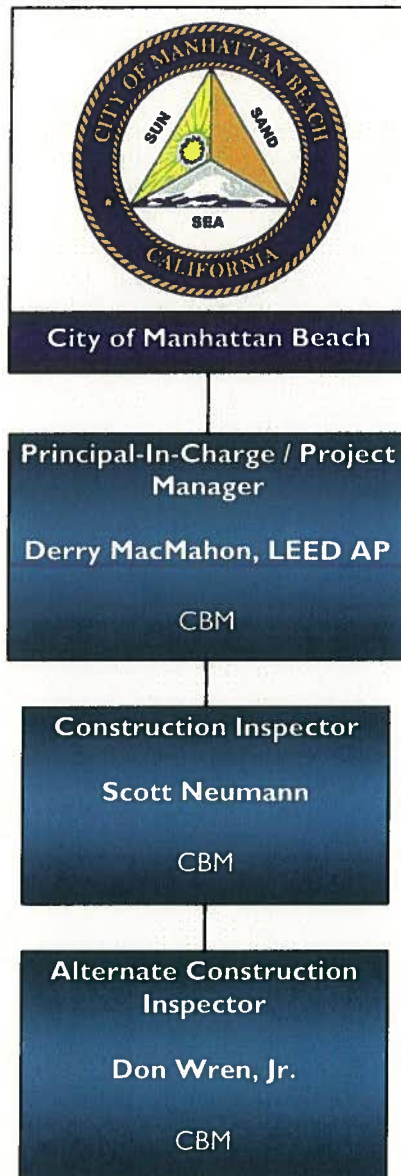
Cost: \$2,600,000
 Owner: City of Laguna Beach
 Construction Duration: July 2006 – November 2006
 Contact: Mark Trestik
 (949) 497-0300
 Project Manager/
 Construction Manager: Alan Braatvedt



Construction CBM was selected to undertake CM work on this project, which involved the construction of a 1,500-foot long 54" RCP storm drain in the City of Laguna Beach. The project value was \$2.6 million and was constructed in 5 months starting in July 2006. The award of the project to CBM was at a late stage in the project, however we immediately started on extensive pre-planning efforts as the project was especially challenging because it was a particularly narrow road with the storm drain constructed down the center of the only road in Laguna Canyon. There is only one entrance/exit point and residences on either side of the street. This meant having to deal with underground utility and sewer connections all the way along the pipeline. There were numerous design changes required on the project and CBM successfully managed the changed design efforts.

Project Team

Organization Chart



Resumes

DERRY MAC MAHON, LEED AP
Project Manager/Construction Manager

Professional Experience

Derry Mac Mahon has over twenty-five years of experience in program management, construction management and consulting for commercial, residential, heavy industrial, institutional, environmental, and civil projects, taking them from programming and design through to construction completion. His work includes successfully leading multi-disciplined teams on large, complex, fast track projects and his in-depth knowledge of the development process has been gained through "hands-on" experience in various development roles.

Project Experience

Storm Drains & Sewer

Trench Infiltration, Hermosa Beach, CA: Project and Construction Management services associated with the construction of a diversion system for existing 54" outfall storm drain, pump well manhole, valve vault, and filtration unit and filtration trench. The estimated construction cost is \$1.25million)

Water Main Installation & Replacement, Manhattan Beach, CA: Construction Manager. CBM provided Construction Management and Inspection services to the City of Manhattan Beach for citywide water line repairs. Repairs and Installation within the Residential district were successfully coordinated in response to resident concerns throughout the area (Consultant Cost \$37,475).

BP and ARCO Spring Street Gas Line, Signal Hill, CA

Construction Management Services for the installation of cathodic protection on existing oil lines located in the very busy intersection of Atlantic Ave./Spring Street. The construction estimate for the work was \$150K.

La Plaza, La Bonita and Harbor Channel and Storm Drain Improvements, La Habra, CA:

Construction Manager. CBM provided construction management of 2815 LF of SSRP & 1811 LF of RCP storm drain lines & the following improvements at La Bonita Park and Harbor Blvd.: Construction of 177 LF of 6' x 4' RCB structures and a 20,000CY capacity detention basin. In addition to the above the project involves the replacement of 253 LF of the existing La Plaza Channel with a new reinforced concrete open trapezoidal channel. (Cost: \$3,320,000)

Education

Degree in Civil Engineering,
University College Galway
(National University of Ireland)
(1982)
Post Graduate Diploma in Highway
and Geotechnical Engineering,
Trinity College, Dublin, Ireland
(1987)
Post Graduate Diploma in Project
Management, Trinity College,
Dublin, Ireland (1989)

Year Entered Profession

1982

Year Started with Firm

2002

Registrations

Chartered Engineer (Licensed in
Ireland) (1982)
LEED Accredited Professional (2009)
Caltrans Local Assistance Resident
Engineers Academy (2009)

Professional Affiliations

American Public Works Association
Construction Management
Association of America

Myrtle Area Street Improvement, Hermosa Beach, CA: Construction Manager. The project consisted of the following: the cold milling and AC overlay of the 10 streets in the Myrtle area, construction of gutters, construction of sidewalk ramps, construction of new sewer manholes on the existing sewer lines, installation of sewer lining in the existing sewer system. The project involved a substantial amount of coordination with the City's Departments, residents and the local school, which was executed very successfully resulting in minimal inconvenience to the public during the construction operation. Cost: \$427,000

20th and Walnut Storm Drain Pollution Trap Improvement Project, Long Beach, CA: Construction Management assistance, construction observation and survey control for the installation of a CDS Technologies, Inc. pollution trap and appurtenant components and improvements at the intersection of 20th Street and Walnut Avenue.

Streets

Spring Street Revitalization Corridor, Signal Hill, CA: Project Manager and Construction Manager. The project consists of widening, a full removal and reconstruction of the roadway, lowering the grade crest, parkway improvements, intersection improvements, traffic signal upgrades and new installations, and relocating existing gas, oil, water, sewer and other utility lines.

Patterson Street and 27th Street Improvements, Signal Hill, CA: Construction Manager. The project included the construction of a new AC paved street along Patterson St., between California Ave. and Olive St., including new curb & gutter, handicap ramps, driveways, asphalt curb, removal of redundant oil lines and coordination with local utility companies. (Construction cost: \$315k.)

SCOTT NEUMANN
Project Manager/Construction Observer

Professional Experience

Scott Neumann joined CBM Consulting, Inc. with prior experience as a project manager for a construction company. His responsibilities included construction field management and interaction between home office, owner and engineer, contract administration/documentation, scheduling of crews and subcontractors, pay applications, subcontractor management, project cost controls, analyze and report current project financial status and cost to complete, attendance at weekly construction meetings, field reporting/logs, submittals, Request for Information, Change Order Requests, Change Orders and effective communication between all parties involved on assigned projects.

Project Experience

Storm Drains & Sewer

Sewer and Storm Drain Rehabilitation, Torrance, CA: Construction Observer. CBM is providing Construction Observation for the City of Torrance performing citywide spot repairs and cleaning. The Project includes video-inspector, point repairs, removal and replacement, pipe-lining, manholes; alley reconstruction, curb and gutter, sidewalk reconstruction and traffic control. Anticipated completion date is set for the end of August 2011.

Hermosa Beach Sewer Rehabilitation Project, Hermosa Beach, CA: Project Manager and Inspector. CBM provided construction observation for the City's sanitary sewer improvement project. Included sewer rehabilitation, lining, replacement, and new construction in various locations throughout the City.

Rancho Palos Verdes Storm Drain Structural Lining CIPP Rehabilitation, CA: Construction Observer. CBM provided Construction Management and Inspection Services for the Storm Drain Structural Lining Project for the City of Rancho Palos Verdes. The scope of work for this project included Video inspection of 5066 LF of storm drain lines; 1712 LF of cleaning in the existing storm drain lines; and installation of structural lining in ~2400 LF of existing storm drain line. This project was part of the City's storm drain rehabilitation project and involved the rehabilitation of numerous CMP storm drains throughout the City. CBM managed the evaluation of the existing system, pipe preparation, and installation of new cured in place pipe materials.

La Plaza, La Bonita and Harbor Channel and Storm Drain Improvements, La Habra, CA: Assistant Construction Manager. Construction Management of 2815 LF of SSRP & 1811 LF of RCP storm drain lines & the following improvements at La Bonita Park and Harbor Blvd.: Construction of 177 LF of 6' x 4' RCB structures

Education

B.S. Accounting
State University of New York at
Binghamton, Binghamton, NY
(2002)

Year Entered Profession

2002

Year Started with Firm

2004

Certifications

NASSCO Inspector Training and
Certification Program for the
Inspection of Cured-In-Place-
Pipe (CIPP) Installation
OSHA 10-hour Occupational
Safety and Health Training
Course in Construction Safety &
Health # 000391966 dated
5/10/04

Professional Affiliations

American Public Works
Association

and a 20,000CY capacity detention basin. In addition to the above the project involves the replacement of 253 LF of the existing La Plaza Channel with a new reinforced concrete open trapezoidal channel. (Cost: \$3,320,000)

Ground Water Replenishment System Unit 2, Orange County Water District: Project Manager for Colich Construction, LP: installed 17,000 feet of 66 inch concrete water line in the levy of the Santa Ana River. Project is located behind the Anaheim Pond, and intersects Katella Ave., I-5, 57 and 22 Freeways, requiring 8 tunnels. Value: \$16.1 million.

Storm Drain, City of Rancho Palos Verdes, CA: Project Manager for Colich Construction, L.P. Installed 36" reinforced concrete pipe. Project required boring 400 ft. through cliffs to outlet to the beach. (Value: \$650,000.00.)

Playa Vista Capital Company, Playa Del Rey, CA: Project Manager for Colich Construction, L.P. Installed potable and reclaimed water lines, sewer line and storm drain system using 12" to 48" pipe, encountered ground water at six ft. Value: \$1,150,000.00

Parks

Colorado Lagoon Playgroup, Long Beach, CA: Project Manager. The City of Long Beach contracted CBM Consulting to provide construction management and construction observation services for the new construction of a day care center located at the Colorado Lagoon. Primary role was of construction observer, but served as assistant construction manager as well. The project involved the construction of a new composite steel and timber framed structure, external stucco finishes, the re-roof two existing adjacent buildings, the installation of a pump ejector sewer system, electrical and mechanical installation work, sewer and water installations, installation of cabinets in the existing staff room, external concrete slab and landscaping. (Value \$371K)

DON WREN, JR.
Construction Inspector

Professional Experience

Don has over 15 years of experience in inspection and construction management of public works projects. He has assisted with design and construction management teams on projects throughout California, including fresh, recycled water, pump stations, reservoirs, extensive sewer, storm drain, street rehabilitation, dry utilities coordination, relocations, fiber optics, parks and multiple capital improvement projects. Moreover, he possesses extensive experience inspecting concrete placement and observing materials testing, CIP inspection experience, knowledge of green book, applicable laws / regulations, codes, prepares clear, concise and thorough daily reports, quantity calculations, records amount of material used for work performed, take pictures, prepare as built plans for completed projects.

Project Experience

Water, Sewer & Storm Drains

Multiple Public Works Improvement Projects, Various Cities, CA. Inspection of storm drain jobs of various sizes and D-loads, catch basins, local depressions, decks, junction structures, parking lots, water mainline installations, water services fire hydrants, blow-offs, air-vacs, sewer installations, sewer laterals, standards manholes, metering manholes. Also conducted inspections of curb and gutter, sidewalks, ADA-compliant ramps, driveway approaches, street work including: native and aggregate base sub grade, asphalt base course, final capping, striping and traffic loops. Additional work included inspection of fiber FTTP installation, traffic signal work, street light work from concrete foundations and wiring and inspection of dry utilities installations.

Torrance Blvd Storm Drain Improvement Million City of Torrance, CA. Inspector for 2,500 linear feet of 12 to 36-inch diameter RCP, which also involved catch basins and grate inlets in front of City Hall. Monitored traffic control, utility coordination, and change order management. (\$2,500,000)

Pump Station to Reservoir, CVWD Million Rancho Cucamonga, CA. Inspection and construction management of a \$1 million+ water line installation project consisting of 30" and 24" cement coated pipes stretching one mile, from Etiwanda to East Avenue, monitored traffic control, approved invoices and change orders. (\$1,000,000)

Recycled Water- Pipeline - Victoria Gardens Mall Million Rancho Cucamonga, CA. Inspection/Management pipeline project to install one of the first recycled water lines in the area. More than 1 mile of 12" cement lined and coated pipeline was installed to distribute water for irrigation of landscaping around the mall, approved invoices and change orders. (\$3,000,000)

Education

College Coursework

Year Entered Profession

1995

Year started with Firm

2010

Licenses

General Engineers Contractors
License A – 809514

Certifications

ACI-Certified ID # 01148503
Concrete Field Testing
Trench Safety / Rescue Training
BMP's / Competent Person Training
CPR Certified

Riverside Drive Improvements Project Million City of Chino, CA. Inspected \$3.5 million CIP job which included 84", 72", 66" and 24" reinforced concrete pipe, multiple catch basins, decks and locals, junction structures and citywide Verizon FTTP build. Coordinated construction efforts of multiple agencies. Monitored hub locations, flower pots, and vaults to meet city requirements, monitored traffic control, construction schedule, responded to business/homeowner complaints, record daily reports as built plan (\$3,500,000)

State Route 210/State Route 30 Conversion and Expansion Project CVWD City of Rancho Cucamonga, CA. Lead construction inspector for State Route 210/State Route 30 project which consisted of relocation water and sewer mainlines through bridges and crossings or under the freeway, deep excavations from 20 to 50 feet deep, charting job progression and processing daily reports and ensuring compliance with Caltrans, OSHA and agency specifications. (\$20,000,000)

Various Projects Several Millions of Developer projects Corona, CA. Inspected jobs consisting of storm drain installations, catch basins, junction structures, decks and local depressions, water main installations, water services, fire hydrants, blow-offs, air-vacs, sewer installations, sewer laterals and manholes. Also, responsible for daily reports and maintaining electronic job logs.

Arrowhead Water- bottling Plant Million Ontario, CA. Lead construction Inspector for 15 mile HDPE pipeline from Cucamonga canyon natural springs location 5400' elevation to Arrowhead bottling plant in Ontario, Ca. Inspected the excavation/installation, pressure reducing stations, vaults, monitored traffic control, made sure contractor adhered to third party requirements/specification, including all PCC, AC, kept daily reports, approved invoices and change orders, as built the project when completed. (\$15,000,000)

Water, Sewer, Storm Drain Maintenance, City of Corona, CA. Lead man responsible for crew maintaining existing utility lines throughout the 53-square miles of Corona. Installed new systems within the city's limits consisting of mainline, services, fire hydrants, blow offs, air vacs, laterals, manholes, catch basins as well as performed trench shoring and traffic control per OSHA specifications.


KOA CORPORATION
CBM Consulting
Fee Estimate

CBM will perform the work specified in the work scope above as shown in the enclosed fee table. The not to exceed fee of two hundred and eleven thousand and seven hundred and twenty dollars is based on an estimated 60 working days for the 2010-2011 Sewer Project and 240 working days for the 2011-2012 Sewer and Water Projects. Changes to the fee below may be considered by negotiation between the CBM and the City.

2010-2011 Sewer Main Rehabilitation Project					
Pre- Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	3	1	\$ 390.00
Construction Observer	\$ 85.00	hr	8	1	\$ 680.00
Construction Phase					
Principal in Charge	\$ 130.00	hr	1	10	\$ 1,300.00
Construction Observer	\$ 85.00	hr	8	60	\$ 40,800.00
Post Construction Phase					
Principal in Charge	\$ 130.00	hr	1	1	\$ 130.00
Construction Observer	\$ 85.00	hr	8	1	\$ 680.00
Not to Exceed				Total	\$ 43,980.00
2011-2012 Sewer Main Rehabilitation Project & 2011-2012 Water Main Rehabilitation Project, Phase 2					
Pre- Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	3	1	\$ 390.00
Construction Observer	\$ 85.00	hr	8	2	\$ 1,360.00
Construction Phase					
Principal in Charge	\$ 130.00	hr	1	10	\$ 1,300.00
Construction Observer	\$ 85.00	hr	8	240	\$ 163,200.00
Post Construction Phase					
Principal in Charge	\$ 130.00	hr	1	1	\$ 130.00
Construction Observer	\$ 85.00	hr	8	2	\$ 1,360.00
Not to Exceed				Total	\$ 167,740.00
Grand Total Not to Exceed				Total	\$ 211,720.00

If the work is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond CBM's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 30 days and is subject to a 5% annual adjustment.

Work Scope Assumptions

- The level of effort and fee estimate detailed above is based on CBM's proposed scope of services delivered over the contract time set forth in the construction bid documents.
- The fee assumes that construction phase services begin and end within the contract completion time.
- Additional scope of services not listed in the proposal or extended schedule for reasons outside of CBM's control would require additional effort and fee.
- The fee estimate assumes CBM will perform CM activities from the South Bay office in Gardena, CA with requisite site visits. No onsite facilities, furniture, utilities or equipment are included in the fee.
- Project expenses are billed at cost plus 10%. Project expenses include: Non-commuter automobile mileage (at \$.51 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.

Exclusions

The following exclusions describe situations that we frequently encounter that result in the need for extra work and additional compensation:

- Attendance at additional meetings, except as specifically indicated in the Scope of Services will be considered as additional work and billed accordingly.
- Our fee excludes any costs paid to the City, utility companies, or any other agency for permits or plan checking.
- Soils inspection and testing, deputy and special inspection and testing, and/or QA/control surveying are excluded from the fee proposal. CBM will coordinate these services performed by others unless otherwise desired by the City.
- There is no allowance for weekend work in the above estimate. Should there be a requirement for weekend work there will be an additional cost over and above the above estimate.
- The current estimate does not include for overtime. Should there be a need to work extended hours, the overtime rates are 1.5 times the standard rate for hours worked in excess of 8 in a day or in excess of 40 hours in a week. 2 times the standard rate will apply for hours worked in excess of 12 in a day or in excess of 8 on the 7th consecutive day worked.

Hourly Billing Rates

**Professional Engineering
 & Management Services**

Hourly Billing Rate

◇ Principal-In-Charge/Program Director.....	\$160.00
◇ Construction Manager	130.00
◇ Project Manager.....	130.00
◇ Resident Engineer.....	120.00
◇ Office Engineer	110.00
◇ Design Engineer	110.00
◇ Construction Observer	85.00
◇ CAD Technician	80.00
◇ Technician	75.00
◇ Administrative & Clerical Support.....	65.00

The rates shown above may be negotiable for long-term, multi-classification contracts and/or assignments that utilize full-time staff exclusively at the Client's offices or project site.

These rates are dependant on Prevailing Wage rates as determined by the Director of the Department of Industrial Relations. Interim changes will negate these rates and an adjusted fee schedule will be issued, and shall apply should this occur.

Overtime is billed at 1.5X for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the sixth consecutive day of work in a workweek. Overtime is billed at 2X for all hours worked in excess of 12 hours in any workday, for all hours in excess of eight hours on the sixth consecutive day and for all hours worked on the seventh consecutive day of work in a workweek.

The proposal is valid for 30 days and is subject to a 5% annual adjustment.

Rates are subject to change annually.

January 1, 2012

Expenses

Project expenses are billed at cost plus ten percent (10%). Project expenses include: Non-commuter automobile mileage (\$0.51 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.

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Attachments

Exhibit "A": Example Daily Construction Reports ("DCRs")

Exhibit "B": Scope of Services

Crenshaw Blvd (2)



CBM Consulting, Inc.

Construction Progress Record (A)

Date: 5-3-2017

Day: Sa Su M T W Th F

Cont'd

Weather	<input type="checkbox"/> Sunny	<input type="checkbox"/> Cloudy	<input type="checkbox"/> Overcast	<input type="checkbox"/> Fog	<input type="checkbox"/> Lt. Tain	<input type="checkbox"/> Mod Rain	<input type="checkbox"/> Heavy Rain	<input type="checkbox"/> T-storm
Temp.	<input type="checkbox"/> 32-39	<input type="checkbox"/> 40-49	<input type="checkbox"/> 50-59	<input type="checkbox"/> 60-69	<input type="checkbox"/> 70-79	<input type="checkbox"/> 80-89	<input type="checkbox"/> 90-99	<input type="checkbox"/> 100+
Wind	<input type="checkbox"/> 5-10	<input type="checkbox"/> 10-15	<input type="checkbox"/> 15-20	<input type="checkbox"/> 20-25	<input type="checkbox"/> 30-35	<input type="checkbox"/> 35-40	<input type="checkbox"/> 40-45	<input type="checkbox"/> 45+
Humidity	<input type="checkbox"/> 20-30%	<input type="checkbox"/> 30-40%	<input type="checkbox"/> 40-50%	<input type="checkbox"/> 50-60%	<input type="checkbox"/> 60-70%	<input type="checkbox"/> 70-80%	<input type="checkbox"/> 80-90%	<input type="checkbox"/> 90-100+

Inspector Time on Site: AM PM

Inspector Time off Site: AM PM

Contractor Start Time: AM PM

Contractor Finish Site: AM PM

CONTRACTORS & SUBCONTRACTORS

TRADE	Quantity	Labor / Equip	AAA																	
CEMENT MASON	1	RICHARD PEREZ	8-5																	
	1	PICK UP TRUCK (ONE)	8																	
	1	CRAN TRUCK (319)	8																	
	1	SKIP LOADER (518)	8																	
	2	BOB CAT AND BREWSTER	8-5 8-5 EACH																	
	2	SUPER TON DUMP TRUCKS	8-5 8-5 (8 HRS EACH)																	
CONCRETE FOREMAN		ROBBY GONZALES	9																	
CEMENT MASON		RICHARD JONES	8																	
CEMENT MASON		ARIEL GARCIA	8																	
CEMENT MASON		JOSE LEAL	8																	
CEMENT MASON		JOSE LOPEZ	8																	
CEMENT MASON		LEONARD LEON	8																	
CEMENT MASON		ANTONIO PARRA	8																	

Crenshaw Blvd (I)



CBM Consulting

Construction Progress Record (B)

5-3-2011

THE INSPECTOR WITNESSED ALL HOURS OF LABOR & EQUIPMENT? YES NO

FIELD MEMOS/Written NOTICES? YES (Attach Copy) NO

SUNNY

SAFETY MEETING? YES (Attach Contractor's Minutes) NO

TEMP 80°F @ 9:00 AM

ACCIDENTS? YES (Attach Contractor's Report) NO

TRAFFIC CONTROL? YES NO

Note Work observed in progress, discussions and critical issues by pay item below:

Time of Day	PROGRESS, DESCRIPTION OF WORK DONE
8:45 AM	MARTINEZ (SMITH) PLACING SOIL IN MEDIAN ADJACENT SWIMMING POOL.
	AAA - GRADING OUT CURB ALONG EAST SIDE OF INGLEWOOD AVE. JUST NORTH OF 135 th ST.
	AAA - GRADING FOR SIDEWALK ALONG EAST SIDE OF INGLEWOOD AVE. JUST NORTH OF 142 nd ST.
	AAA - FIXING FORMS FOR CURB ALONG THE WEST SIDE OF INGLEWOOD AVE FROM 136 th ST. WORKING SOUTHBOUND
	TRAFFIC CONTROL IN PLACE.
9:20 AM	CONCRETE FOR EDGE CURB DELIVERED TO SITE
	MET WITH VICTOR - DISCUSSED CURB SETTING OUT - CURBS SET OUT 5' FROM SURVEY POINTS WHICH ALLOWS 1" TOLERANCE. BACK OF CURB NOT A STRAIGHT LINE IN CERTAIN LOCATIONS - WENT OVER WITH VICTOR - PAVING CREW WILL MAINTAIN CONSTANT TOP WIDTH DIMENSIONS FOR CURB BY WORKING OFF THE FORM. SIDEWALK TO BE PATCHED BEHIND CURB CUT LINE (BACK OF CURB CUT LINE)

CRENCHAW BLVD (2)



CBM Consulting

Construction Progress Record (B)

5-3-2011

THE INSPECTOR WITNESSED ALL HOURS OF LABOR & EQUIPMENT? YES NO

FIELD MEMOS/WRITTEN NOTICES? YES (Attach Copy) NO

SAFETY MEETING? YES (Attach Contractor's Minutes) NO

ACCIDENTS? YES (Attach Contractor's Report) NO

TRAFFIC CONTROL? YES NO

Note Work observed in progress, discussions and critical issues by pay item below:

Time of Day	PROGRESS, DESCRIPTION OF WORK DONE
9:45 AM	CITY CREW REPLACING SCE BOX WITH LARGER BOX AT N/E CORNER OF 136 th ST / INGLEWOOD AVE.
9:50 AM	AAA - BREAKING OUT CURB ALONG THE EAST SIDE OF INGLEWOOD AVE., JUST SOUTH OF 130 th ST.
10:10 AM	AAA EXCAVATING POT HOLES FOR SLURRY BACKFILL - CURRENTLY WORKING JUST SOUTH OF 118 th ST.
	MARTINEZ LANDSCAPE 4 LABORERS + TRUCK DRIVER - PLACING SOIL IN MEDIAN LOCATED JUST SOUTH OF IMPERIAL HWY. + BORROW FROM FRONT BUCKET.
10:45 AM	AAA - FIXING FORMS FOR EDGE CURB ALONG THE WEST SIDE OF INGLEWOOD AVE. SOUTH OF 141 st STREET
	CITY CREW WORKING ON ELECTRICAL CONDUITS FOR PEDESTAL AT N/E CORNER OF 141 st ST / INGLEWOOD AVE.

CLENSHAW BLVD (2)



CBM Consulting

Construction Progress Record (B)

5-3-2011

THE INSPECTOR WITNESSED ALL HOURS OF LABOR & EQUIPMENT? YES NO

FIELD MEMOS/WRITTEN NOTICES? YES (Attach Copy) NO

94° F @ 12:31 pm

SAFETY MEETING? YES (Attach Contractor's Minutes) NO

ACCIDENTS? YES (Attach Contractor's Report) NO

TRAFFIC CONTROL? YES NO

Note Work observed in progress, discussions and critical issues by pay item below:

Time of Day	PROGRESS, DESCRIPTION OF WORK DONE
11:47 am	AAA CLEANING OUT CURB AND SECTIONS OF DAMAGED SIDEWALKS JUST SOUTH OF 129 th ST, EAST OF INGLEWOOD AVE.
	AAA REMOVING BROKEN CONCRETE, ALONG THE EAST SIDE OF INGLEWOOD AVE, SOUTH OF 130 th STREET
12:00 noon	MARTINEZ PLACING TOP SOIL IN MEDIANS ALONG THE SECTION OF INGLEWOOD AVE BETWEEN 118 th ST AND 120 th STREET.
12:44 pm	FINISHING CURB ALONG THE WEST WEST SIDE OF INGLEWOOD AVE NORTH OF 141 st STREET.
	AAA - GRADING ALONG THE EAST SIDE OF INGLEWOOD AVE, JUST NORTH OF 141 st STREET.
	AAA - FORMS IN PLACE FOR ^{EDGE} CURB ALONG THE WEST SIDE OF INGLEWOOD AVE, JUST NORTH OF 142 nd STREET.
	AAA - PLACING CONCRETE FOR EDGE CURB JUST NORTH OF 141 st STREET, WEST SIDE OF INGLEWOOD AVE.

THE INSPECTOR WITNESSED ALL HOURS OF LABOR & EQUIPMENT? YES NO
 FIELD MEMOS/WRITTEN NOTICES? YES (Attach Copy) NO
 SAFETY MEETING? YES (Attach Contractor's Minutes) NO
 ACCIDENTS? YES (Attach Contractor's Report) NO
 TRAFFIC CONTROL? YES NO

92°F @ 1:50P

Note Work observed in progress, discussions and critical issues by pay item below:

Time of Day	PROGRESS, DESCRIPTION OF WORK DONE
1:02 pm	AAA - BREAKING OUT CURB ALONG THE EAST SIDE OF INGLEWOOD AVE., JUST NORTH OF 119 th PL.
	MARTINEZ LANDSCAPING PLACING TOP SOIL IN MEDIAN JUST SOUTH OF 119 th PL.
1:30 pm	(AAA) VINCE A ADVISED THAT ASPHALT SUPERINTENDENT ADVISED THAT HIM HE WILL ONLY BE ABLE TO DO INGLEWOOD AVE 120 th ST TO EL SEGUNDO BLVD. AHEAD ON SATURDAY, NOT FRONTAGE Rd. DATE FOR FRONTAGE ROAD TO BE ADVISED.
1:45 pm	STREET SWEEPER ON SITE - WORKING THE SECTION OF INGLEWOOD AVE BETWEEN 120 th ST AND IMPERIAL HWY.
2:00 pm	HANDS OUT CONSTRUCTIONAL NOTICES TO BUSINESS & RESIDENTS ON THE INGLEWOOD AVE BETWEEN 120 th ST AND IMPERIAL HWY
4:30 pm	
4:45 pm	OFF SITE.



THE INSPECTOR WITNESSED ALL HOURS OF LABOR & EQUIPMENT? YES NO
 FIELD MEMOS/WRITTEN NOTICES? YES (Attach Copy) NO
 SAFETY MEETING? YES (Attach Contractor's Minutes) NO
 ACCIDENTS? YES (Attach Contractor's Report) NO
 TRAFFIC CONTROL? YES NO

Note Work observed in progress, discussions and critical issues by pay item below:

Time of Day	PROGRESS, DESCRIPTION OF WORK DONE
	Summary of Work Done Today:
1)	4 CY OF 2 SACK SLURRY PLACED IN POTHOLES BETWEEN 117 th ST AND 120 th ST, ALONG INGLEWOOD AVE.
2)	39 CY OF 560 C 3250 CONCRETE PLACED FOR EDGE CURB, ALONG THE WEST SIDE OF INGLEWOOD AVE, BETWEEN 134 th ST AND 142 nd STREET
3)	BROKE OUT AND REMOVED REMAINDER OF EDGE CURB ALONG THE EAST SIDE OF INGLEWOOD AVE
4)	MARTINEZ PLACING TOP SOIL IN MEDIANS ALONG INGLEWOOD AVE, BETWEEN EL SEQUOIA BLVD AND IMPERIAL HWY.
5)	CITY CROW INSTALLING CONDUITS FOR SCE SERVICE CABINETS AT 141 st STREET
6)	DISTRIBUTED NOTICES REGARDING AIRWAY OVERLAY AND SLURRY SEAL OPERATIONS SCHEDULED FOR 5/7/2011 AND 5/10/2011 & 5/11/2011 RESPECTIVELY.

EXHIBIT "B"

Scope of Services:

Constructability Review of Bid Documents: Constructability reviews will be conducted at the 30% and 90% design phases for the project. A "punchlist" of comments and recommendations will be submitted to the City for consideration and implementation with the project architect.

CBM will review the plans for bidability and constructability and identify potential value engineering solutions, ambiguities, conflicts and/or omissions apparent during its review. The Bid documents and technical specifications will also be reviewed for potential duplication/overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. CBM will also recommend key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project, as noted in the approach section above

Safety: First and foremost, CBM always considers safety the most important issue on any construction project. CBM will recommend key safety provisions to require the contractor to have competent safety personnel and site specific safety programs employed on the project at all times. CBM will monitor the Contractor's operations for compliance with the project safety requirements.

Substitutions and Submittals: Timely procurement of materials and equipment for any building construction project is imperative. By submitting its bid, the Contractor is indicating it can successfully procure and construct the necessary components within the allotted time. CBM will establish a detailed, subsection by subsection submittal log at the beginning of the project and work with the Contractor to tie all submittals and procurement of materials and equipment into the schedule. CBM will continuously monitor that the contractor submits each item in a timely manner and that the review and approval of each item is not unnecessarily delayed by the City and/or A/E review process. Responses will be clearly documented to note the contractor's failure to meet specification requirements, thereby maintaining the contractor's responsibility to meet the contract completion deadline. Any substitution requests will only be processed for consideration if the item is considered equal or a substantial savings can be identified with little or no degradation to the quality or function intended for the specified item.

Review construction traffic control

CBM will review construction traffic control to ensure the optimum situation with regard to the following:

Protection of the public both pedestrian and vehicular, during the construction operation.

Arrange the traffic control so that there is minimal disruption to traffic and access to local business operations.

Provide safe access for pedestrians and vehicles during the construction operation.

Provide for the optimal phasing of the traffic control to facilitate the efficient completion of the construction operation.

Requests for Information (RFIs): CBM will receive review, and process responses to contractor RFIs. Contractors typically utilize the RFI process to initiate changes on construction contracts. CBM will review all RFIs and clearly document that responses are clarification and that no

additional cost or time will be considered. Should a response to an RFI appear to potentially impact cost or time, CBM will identify and recommend the most cost and quality effective alternatives to the City and expedite implementation with the Contractor.

Change Management / Claims resolution: CBM will implement its time tested claims management process to minimize changes to the project and avoid claims such that the project can be quickly and successfully closed out. CBM has done so on over 400 public projects valued and approximately \$1 billion with no unresolved claims. The basis for CBM procedures is a well organized documentation system, a keen understanding of the construction process, exceptionally qualified staff and fair and firm negotiations. CBM will not defer difficult issues and will process only change issues that have been analyzed and determined to have merit. Those items will only be recommended for consideration when the most reasonable cost and time has been negotiated and all alternatives to avoid the impact have been resolved.

Written Instruction: CBM will Issue written instructions to contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.

Plans, Specs and As-Builts: At a minimum, CBM will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items and require the Contractor to keep as-built records up to date throughout the project. At the City's option CBM will keep its own set of as-built plans which will note the location of subsurface utilities encountered and / or installed, identify where any design or field changes were required (utilizing the corresponding RFI and / or change order numbers) and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted the City within thirty days of construction completion.

Progress Payment Processing: A cost control system, based on the Contractor's schedule of values, approved change orders and the contract amount shall be developed and implemented to monitor progress costs. Monthly cost reports will be submitted to the City as a component of the Monthly Progress Report.

CBM will review the payment applications submitted by the contractor and determine whether the amount requested reflects the progress of the contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application is acceptable and all backup documentation is verified (certified payrolls, lien releases, etc.), CBM will prepare and forward to the City a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. The CBM team is experienced evaluating complex pay applications. It is critical to the City's best interest that payment application review be performed accurately and prudently to maintain the prime and subcontractor incentives to perform on the projects.

Testing and Observations: CBM will coordinate laboratory, jobsite, offsite testing of construction materials and required observations per construction documents, construction

codes, and Jurisdictional Agencies. CBM will implement established procedures for testing as required per the construction documents. CBM will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, CBM will require and track that corrective measures are implemented and re-inspected to verify acceptable completion.

Utility Coordination: CBM will ensure utility coordination throughout the construction phase of the project is performed by the GC.

Coordination with Residents and Property: CBM will work with adjacent property owners' and residents' to resolve their concerns, review potential accessibility issues, and ensure installation of traffic control devices per approved traffic control plans.

Monumentation

CBM will monitor the removal, recordation notes, and replacement of all monumentation.

Daily Extra Work Reports: CBM will verify and sign contractor's daily extra work reports documenting force account (time & materials) work. In particular, CBM will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Daily Construction Observation Reports: CBM and/or its deputy inspection subconsultant will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the contractor. Completed daily reports will be transmitted to the City on a weekly basis.

Photographs: Prepare and maintain an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction and upon completion of the project.

Contract Conformance: CBM's Construction Observer will be on site full time during the normal working hours and when critical activities require to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. CBM's will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

Coordination with City: CBM will monitor closely the work of the contractor. The contractor will be required to submit a 4-week look ahead schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation any interface operations with the City's activities. CBM will assist the City to minimize disruption to both City and construction operation

SWPPP: CBM will enforce all provisions of the Storm Water Pollution Prevention Plan. At a minimum SWPPP requirements will be monitored and a specific SWPPP Checklist will be compiled. Any deficiencies noted will be addressed with the contractor for immediate remedy. Upon a weather report of 40% (or higher) expectancy of rain, a site walk will be conducted to ensure that SWPPP measures are in place and well maintained.

Pre-Final Inspection: Should the Contractor lag on a portion of the completion of project work, CBM will estimate the value of the incomplete items and recommend specific retainage in accordance with the contract to preserve the City's interest. If necessary, a change order will be recommended for approval for completion of the remaining work such that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

CBM will schedule and coordinate quality assurance materials testing to verify compliance of the work with the contract documents. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site.

Final Inspection: All corrections must be made before CBM recommends processing of the "Notice of Completion". CBM is noted for our attention to detail. Not only have we excelled at closing out our own projects, but we have been requested to and successfully closed out problem client projects where our services were not initially utilized.

Upon completion of the punchlist and final sign off by all project stakeholders, CBM will make recommendation to City regarding Contractors final progress payment request and prepare final progress payment report for submission to City.

On project involving federal funds, conduct labor compliance reviews

During the construction phase, CBM will conduct regular interviews with the contractor's workforce, to ensure labor compliance with the requirements of Federally funded projects. A record of this information will be maintained in the master project file, which will be handed over to the City at the end of the project.

EXHIBIT "B"

**FEE PROPOSAL AND HOURLY RATE SCHEDULE
to provide
CONSTRUCTION INSPECTION SERVICES
for
2010-2011 SEWER MAIN
REHABILITATION PROJECT
(miscellaneous spot repairs)
and
2011-2012 SEWER MAIN
REHABILITATION PROJECT
(mainline replacements)
and
2011-2012 WATER MAIN
REPLACEMENT PROJECT, PHASE 2**

(KOA Corporation/CBM Consulting, Inc. PROPOSAL)


KOA CORPORATION
CBM Consulting
Fee Estimate

CBM will perform the work specified in the work scope above as shown in the enclosed fee table. The not to exceed fee of two hundred and eleven thousand and seven hundred and twenty dollars is based on an estimated 60 working days for the 2010-2011 Sewer Project and 240 working days for the 2011-2012 Sewer and Water Projects. Changes to the fee below may be considered by negotiation between the CBM and the City.

2010-2011 Sewer Main Rehabilitation Project					
Pre- Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	3	1	\$ 390.00
Construction Observer	\$ 85.00	hr	8	1	\$ 680.00
Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	1	10	\$ 1,300.00
Construction Observer	\$ 85.00	hr	8	60	\$ 40,800.00
Post Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	1	1	\$ 130.00
Construction Observer	\$ 85.00	hr	8	1	\$ 680.00
Not to Exceed					Total \$ 43,980.00
2011-2012 Sewer Main Rehabilitation Project & 2011-2012 Water Main Rehabilitation Project, Phase 2					
Pre- Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	3	1	\$ 390.00
Construction Observer	\$ 85.00	hr	8	2	\$ 1,360.00
Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	1	10	\$ 1,300.00
Construction Observer	\$ 85.00	hr	8	240	\$ 163,200.00
Post Construction Phase	Rate	Unit	Hrs / Day	Days	Amount
Principal in Charge	\$ 130.00	hr	1	1	\$ 130.00
Construction Observer	\$ 85.00	hr	8	2	\$ 1,360.00
Not to Exceed					Total \$ 167,740.00
Grand Total Not to Exceed					Total \$ 211,720.00

If the work is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond CBM's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 30 days and is subject to a 5% annual adjustment.

Work Scope Assumptions

- The level of effort and fee estimate detailed above is based on CBM's proposed scope of services delivered over the contract time set forth in the construction bid documents.
- The fee assumes that construction phase services begin and end within the contract completion time.
- Additional scope of services not listed in the proposal or extended schedule for reasons outside of CBM's control would require additional effort and fee.
- The fee estimate assumes CBM will perform CM activities from the South Bay office in Gardena, CA with requisite site visits. No onsite facilities, furniture, utilities or equipment are included in the fee.
- Project expenses are billed at cost plus 10%. Project expenses include: Non-commuter automobile mileage (at \$.51 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.

Exclusions

The following exclusions describe situations that we frequently encounter that result in the need for extra work and additional compensation:

- Attendance at additional meetings, except as specifically indicated in the Scope of Services will be considered as additional work and billed accordingly.
- Our fee excludes any costs paid to the City, utility companies, or any other agency for permits or plan checking.
- Soils inspection and testing, deputy and special inspection and testing, and/or QA/control surveying are excluded from the fee proposal. CBM will coordinate these services performed by others unless otherwise desired by the City.
- There is no allowance for weekend work in the above estimate. Should there be a requirement for weekend work there will be an additional cost over and above the above estimate.
- The current estimate does not include for overtime. Should there be a need to work extended hours, the overtime rates are 1.5 times the standard rate for hours worked in excess of 8 in a day or in excess of 40 hours in a week. 2 times the standard rate will apply for hours worked in excess of 12 in a day or in excess of 8 on the 7th consecutive day worked.

Hourly Billing Rates

**Professional Engineering
 & Management Services**

Hourly Billing Rate

◇ Principal-In-Charge/Program Director.....	\$160.00
◇ Construction Manager.....	130.00
◇ Project Manager.....	130.00
◇ Resident Engineer.....	120.00
◇ Office Engineer.....	110.00
◇ Design Engineer.....	110.00
◇ Construction Observer	85.00
◇ CAD Technician.....	80.00
◇ Technician.....	75.00
◇ Administrative & Clerical Support.....	65.00

The rates shown above may be negotiable for long-term, multi-classification contracts and/or assignments that utilize full-time staff exclusively at the Client's offices or project site.

These rates are dependant on Prevailing Wage rates as determined by the Director of the Department of Industrial Relations. Interim changes will negate these rates and an adjusted fee schedule will be issued, and shall apply should this occur.

Overtime is billed at 1.5X for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the sixth consecutive day of work in a workweek. Overtime is billed at 2X for all hours worked in excess of 12 hours in any workday, for all hours in excess of eight hours on the sixth consecutive day and for all hours worked on the seventh consecutive day of work in a workweek.

The proposal is valid for 30 days and is subject to a 5% annual adjustment.

Rates are subject to change annually.

January 1, 2012

Expenses

Project expenses are billed at cost plus ten percent (10%). Project expenses include: Non-commuter automobile mileage (\$0.51 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.

INSURANCE ENDORSEMENT FORMS

CONSTRUCTION INSPECTION SERVICES

for

**2010-2011 SEWER MAIN
REHABILITATION PROJECT
(miscellaneous spot repairs)**

and

**2011-2012 SEWER MAIN
REHABILITATION PROJECT
(mainline replacements)**

and

**2011-2012 WATER MAIN
REPLACEMENT PROJECT, PHASE 2**

(Commercial General & Auto Liability Insurance)

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #1
(GENERAL)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):
Construction Inspection Services for;
the 2010-2011 Sewer Main Rehabilitation Project (miscell. spot repairs), AND
the 2011-2012 Sewer Main Rehabilitation Project (mainline replacements), AND
the 2011-2012 Water Main Replacement Project-Phase 2
6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$ 1,000,000.00 , combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

See Attached BLANKET ADDITIONAL INSURED Endorsement

INSURANCE ENDORSEMENT FORM #1
(GENERAL)
(Continued)

10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- 11. Host Liquor Liability
- 12. Liquor Law Liability
- 13. Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

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See Attached BLANKET ADDITIONAL INSURED Endorsement

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #2
(AUTO)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

**Construction Inspection Services for;
the 2010-2011 Sewer Main Rehabilitation Project (miscell. spot repairs), AND
the 2011-2012 Sewer Main Rehabilitation Project (mainline replacements), AND
the 2011-2012 Water Main Replacement Project-Phase 2**

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.

SS

See Attached BLANKET ADDITIONAL INSURED Endorsement

INSURANCE ENDORSEMENT FORM #2
(AUTO)
(CONTINUED)

9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Code 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m.
and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name),
warrant that I have authority to bind the above listed insurance company,
and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

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See Attached BLANKET ADDITIONAL INSURED Endorsement

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

7/20/2011

PRODUCER
Dealey, Renton & Associates
199 S Los Robles Ave Ste 540
Pasadena, CA 91101
626 844-3070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
CBM Consulting, Inc.
a wholly owned subsidiary of KOA Corporation
1411 W 190th Street , #525
Gardena CA 90248

INSURER A: Travelers Property Casualty Co of Ameri

INSURER B: Travelers Indemnity Co. of Connecticut

INSURER C: ACE American Insurance Company

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6802075L840	6/15/2011	3/13/2012	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					Ded/SIR	\$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded/SIR \$0	BA2A439568	6/15/2011	3/13/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP6464Y033	6/15/2011	3/13/2012	EACH OCCURRENCE	\$4,000,000
					AGGREGATE	\$4,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3679T819	3/15/2011	3/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
C	OTHER Professional Liability	G23631684006	3/13/2011	3/13/2012	\$2,000,000 \$2,000,000 \$25,000	Per Claim Annual Aggr Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: 2010-2011 Sewer Main Rehab Proj - Spot Repair Locations -- City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards and commissions are named as an additional insured as respects general & auto liability for claims arising from the operations of the named insured. NOTE: Primary & non-contributory wording and waiver of subrogation applies to general & auto liability per policy endorsement forms attached (see sections B&C of GL Endt). AM Best's rating on all policies above: A/XII or greater.

See Attached...

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10 Day Notice for Non-Paymnt of Prem

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

Approved _____
City Risk Manager Date

AUTHORIZED REPRESENTATIVE

Manhattan Beach

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

Blanket Separation of Insureds applies to General Liability: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and b. Separately to each insured against whom claim is made or suit is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

PROJECT/LOCATION OF COVERED OPERATIONS:

City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards & commissions -- RE: 2010-2011 Sewer Main Rehab Proj

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

- D. The following definition is added to DEFINITIONS (Section V):

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

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

Approved _____
City Risk Manager Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

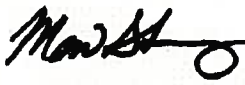
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 7/20/2011	Countersigned By:  (Authorized Representative)
Named Insured: CBM Consulting, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards & commissions -- RE: 2010-2011 Sewer Main Rehab Proj
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Approved _____
City Risk Manager Date



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB3679T819

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

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

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

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

City of Manhattan Beach and its officers,
employees, elected officials, volunteers
and members of boards & commissions -- RE:
2010-2011 Sewer Main Rehab Proj

Approved _____
City Risk Manager Date

DATE OF ISSUE: 7/20/2011

ST ASSIGN: CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Approved _____
City Risk Manager Date

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

7/20/2011

PRODUCER
 Dealey, Renton & Associates
 199 S Los Robles Ave Ste 540
 Pasadena, CA 91101
 626 844-3070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 CBM Consulting, Inc.
 a wholly owned subsidiary of KOA Corporation
 1411 W 190th Street , #525
 Gardena CA 90248

INSURER A: Travelers Property Casualty Co of Ameri
 INSURER B: Travelers Indemnity Co. of Connecticut
 INSURER C: ACE American Insurance Company
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6802075L840	6/15/2011	3/13/2012	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					Ded/SIR	\$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded/SIR \$0	BA2A439568	6/15/2011	3/13/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP6464Y033	6/15/2011	3/13/2012	EACH OCCURRENCE	\$4,000,000
					AGGREGATE	\$4,000,000
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3679T819	3/15/2011	3/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
C	OTHER Professional Liability	G23631684006	3/13/2011	3/13/2012	\$2,000,000 \$2,000,000 \$25,000	Per Claim Annual Aggr Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: 2011-2012 Sewer Main Rehab Proj - Mainline Replacement Locations -- City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards and commissions are named as an additional insured as respects general & auto liability for claims arising from the operations of the named insured. NOTE: Primary & non-contributory wording and waiver of subrogation applies to general & auto liability per policy endorsement forms attached (see sections B&C of GL Endt). AM Best's rating on all policies above: A/XII or greater.

See Attached...

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION 10 Day Notice for Non-Paymnt of Prem
City of Manhattan Beach 1400 Highland Avenue Manhattan Beach CA 90266-4795 Approved _____ City Risk Manager Date		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Man...</i>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

Blanket Separation of Insureds applies to General Liability: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and b. Separately to each insured against whom claim is made or suit is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

PROJECT/LOCATION OF COVERED OPERATIONS:

City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards & commissions -- RE: 2011-2012 Sewer Main Rehab Proj - Mainline Replacement Locations

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

- D. The following definition is added to DEFINITIONS (Section V):

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

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

Approved _____
City Risk Manager Date

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 7/20/2011	Countersigned By:
Named Insured: CBM Consulting, Inc.	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards & commissions -- RE: 2011-2012 Sewer Main Rehab Proj - Mainline Replacement Locations

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Approved _____
City Risk Manager Date



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB3679T819

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

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

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

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

City of Manhattan Beach and its officers,
employees, elected officials, volunteers
and members of boards & commissions -- RE:
2011-2012 Sewer Main Rehab Proj - Mainline
Replacement Locations

Approved _____
City Risk Manager Date

DATE OF ISSUE: 7/20/2011

ST ASSIGN: CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Approved _____
City Risk Manager Date

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

7/20/2011

PRODUCER
Dealey, Renton & Associates
199 S Los Robles Ave Ste 540
Pasadena, CA 91101
626 844-3070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
CBM Consulting, Inc.
a wholly owned subsidiary of KOA Corporation
1411 W 190th Street , #525
Gardena CA 90248

INSURER A: Travelers Property Casualty Co of Ameri
INSURER B: Travelers Indemnity Co. of Connecticut
INSURER C: ACE American Insurance Company
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6802075L840	6/15/2011	3/13/2012	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					Ded/SIR	\$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded/SIR \$0	BA2A439568	6/15/2011	3/13/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP6464Y033	6/15/2011	3/13/2012	EACH OCCURRENCE	\$4,000,000
					AGGREGATE	\$4,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3679T819	3/15/2011	3/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
C	OTHER Professional Liability	G23631684006	3/13/2011	3/13/2012	\$2,000,000 \$2,000,000 \$25,000	Per Claim Annual Aggr Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: 2011-2012 Water Main Replacement Proj, Phase 2 -- City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards and commissions are named as an additional insured as respects general & auto liability for claims arising from the operations of the named insured. NOTE: Primary & non-contributory wording and waiver of subrogation applies to general & auto liability per policy endorsement forms attached (see sections B&C of GL Endt). AM Best's rating on all policies above: A/XII or greater.

See Attached...

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION 10 Day Notice for Non-Paymnt of Prem
City of Manhattan Beach 1400 Highland Avenue Manhattan Beach CA 90266-4795		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
Approved _____ City Risk Manager	_____ Date	AUTHORIZED REPRESENTATIVE <i>Man...</i>

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS

Blanket Separation of Insureds applies to General Liability: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and b. Separately to each insured against whom claim is made or suit is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

PROJECT/LOCATION OF COVERED OPERATIONS:

City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards & commissions -- RE: 2011-2012 Water Main Replacement Proj, Phase 2

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, 'property damage' or 'personal injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance' to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

- D. The following definition is added to DEFINITIONS (Section V):

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

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

Approved _____
City Risk Manager Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

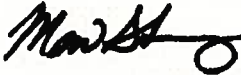
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 7/20/2011	Countersigned By:
Named Insured: CBM Consulting, Inc.	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards & commissions -- RE: 2011-2012 Water Main Replacement Proj, Phase 2

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Approved _____
City Risk Manager Date



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB3679T819

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

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

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

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266-4795

City of Manhattan Beach and its officers,
employees, elected officials, volunteers
and members of boards & commissions -- RE:
2011-2012 Water Main Replacement Proj,
Phase 2

Approved _____
City Risk Manager Date

DATE OF ISSUE: 7/20/2011

ST ASSIGN: CA

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Approved _____
City Risk Manager Date

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