



Agenda Item #: \_\_\_\_\_

# 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

**DATE:** November 15, 2011

**SUBJECT:** Consideration to Authorize the City Manager to Award Professional Engineering Services Contracts to VA Consulting, Inc. (\$104,000) and Sunbeam Consulting (\$99,840) for Program Management Services Related to Various Capital Improvement Projects.

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### **RECOMMENDATION:**

Staff Recommends that City Council authorize the City Manager to award Professional Engineering Services Contracts to:

1. VA Consulting, Inc. in the amount of \$104,000 for program management services for the following projects:
  - a. 2nd Street Booster Pump Station Project
  - b. Larsson Street Pump Station Improvement
  - c. Pipe Replacement Program and Fire Hydrant Installation Project (Area 1)
  - d. Sepulveda Boulevard & 2nd Street Water Main Replacement project.
  
2. Sunbeam Consulting in the amount of \$99,840 for program management services for the following projects:
  - a. Fiscal Year 2012-2013 Rehabilitation of Gravity Sewer Mains
  - b. Fiscal Year 2011-2012 through Fiscal Year 2014-2015 Rehabilitation of Sewer Manholes
  - c. Street Resurfacing Project: Ardmore and Valley
  - d. Sepulveda Boulevard at Manhattan Beach Boulevard Dual Left turn Lanes, Westbound to Southbound, Eastbound to Northbound and Northbound to Westbound.

**FISCAL IMPLICATION:**

Funding for the recommended contracts would be provided from appropriations made by City Council for the various Capital Improvement Projects as indicated in Tables 1 and 2 below.

Table 1 Projects to be managed by VA Consulting, Inc.							
Project Title	Carryover Budget	FY2011-2012	FY2012-2013	FY2013-2014	Total	Budget for VA Consulting Contract	% of Budget
2nd Street Booster Pump Station* <i>Project No. 11833E</i>	\$50,000	\$500,000			\$550,000	<b>\$17,600</b>	3.20%
Larsson Street Pump Station Improvement* <i>Project No. 12828E</i>		\$100,000	\$500,000		\$600,000	<b>\$19,200</b>	3.20%
Pipe Replacement Program and Fire Hydrant Installation (Area1)* <i>Project No. 12826E</i>		\$150,000	\$1,050,000		\$1,200,000	<b>\$38,400</b>	3.20%
Sepulveda Blvd & 2nd St. Water Main Replacement* <i>Project No. 12829E</i>		\$100,000	\$800,000		\$900,000	<b>\$28,800</b>	3.20%
Total	\$50,000	\$850,000	\$2,350,000		\$3,250,000	<b>\$104,000</b>	3.20%

\*Project detail sheets are provided in Attachments 1 & 2

Table 2 Projects to be managed by Sunbeam Consulting							
Project Title	Carryover Budget	FY2011-2012	FY2012-2013	FY2013-2014	Total	Budget for Sunbeam Consulting Contract	% of Budget
FY 2012-13 Rehabilitation of Gravity Sewer Mains* <i>Project No. 12831E</i>		\$150,000	\$1,300,000		\$1,450,000	<b>\$36,700</b>	2.53%
FY2011-12 thru 14-15 Rehabilitation of Sewer Manholes* <i>Project No. 12832E</i>		\$100,000	\$150,000	\$150,000	\$400,000	<b>\$10,124</b>	2.53%
Street Resurfacing Project: Ardmore and Valley* <i>Project No. 12820E</i>		\$700,000			\$700,000	<b>\$17,717</b>	2.53%
Sepulveda Blvd at Manhattan Beach Blvd Dual left turn lanes WB, EB and NB* <i>Project No. 09823E</i>	\$414,593			\$980,000	\$1,394,593	<b>\$35,298</b>	2.53%
Total	\$414,593	\$950,000	\$1,450,000	\$1,130,000	\$3,944,593	<b>\$99,840</b>	2.53%

\*Project detail sheets are provided in Attachments 1 & 2

**BACKGROUND:**

City Council has committed to an aggressive infrastructure investment program. Increases in water and sewer rates have generated funding needed to make the important infrastructure improvements. These additional revenues and grant funding secured to enhance street capacity and school area safety have added to an already aggressive Capital Improvement Plan (CIP). Additionally, mid-year project additions (Joslyn, Begg, Manhattan Heights, synthetic grass and the Marine Park commemorative wall) require significant staff time and have diminished staff's capacity to deliver other capital improvements.

The City implements CIP projects through the Public Works Engineering Division. The project management component of the Engineering division consists of a Principal Civil Engineer, two Senior Civil Engineers and an Engineering Technician all overseen by the City Engineer.

**DISCUSSION:**

The primary role of Engineering staff is project management; however, additional administrative tasks such as resident inquiries, grant applications, CIP development and other special projects reduce staff's project management capacity. Presently Engineering staff members are performing at full capacity with no additional capacity to take-on additional projects. Additional project management assistance is required to deliver the projects directed by City Council. As an alternative to hiring permanent full-time project management staff, it is recommended that consultant assistant be secured to assist in project delivery. These consultant program managers would be able to focus on project delivery alone.

Request for Proposals

In January 2011, staff issued a request for proposals for on-call engineering services. Fifty-three proposals were received. Staff reviewed the proposals and developed a shortlist of firms for consideration on City projects over the next three years. As part of this review, staff also considered the proposals for potential program managers. Four firms were identified for this purpose: Wallace and Associates, Cannon, VA Consulting and KOA/CBM consulting. Each was issued a request for proposals for program management services. Proposals were received on October 21, 2011 from Cannon, VA Consulting and Sunbeam Consulting. The key individual from KOA/CBM Consulting formed Sunbeam Consulting during this proposal process. Staff accepted the Sunbeam Consulting proposal. No proposal was submitted by KOA/CBM Consulting. Staff evaluated the proposals and deemed that the individuals proposed by VA Consulting and Sunbeam Consulting to be the best qualified to perform the program management services needed.

Scope of Services

The work to be performed by VA Consulting and Sunbeam Consulting (Consultants) is provided in detail in the attached agreements (Attachments 3 & 4). Their tasks are similar to those of in-house project management staff. The consultant staff will have no approval authority. All design and construction issues will be vetted through the City Engineer and Director of Public Works. Additionally, the consultant performing program management on a project cannot perform any other service related to that project. The scope of work generally includes the following:

1. Prepare and keep project files
2. Monitor project budget and schedule.

3. Assist in the consultant selection process for design and construction management phases.
4. Prepare staff reports for consultant contracts.
5. Assemble infrastructure record drawings for use by design consultants.
6. Perform plan checking of designs submitted by design consultants.
7. Consult with City utility operations staff to verify that the design meets maintenance needs.
8. Secure required permits from outside agencies.
9. Manage public relations efforts.
10. Manage the bid process.
11. Prepare staff reports for construction and construction management contracts.
12. Manage quality assurance efforts through construction management firm.
13. Prepare staff reports for progress payments and final project acceptance.
14. Prepare final project accounting and assure record drawings are filed.
15. Close-out project.

### Contracts

The recommended contracts provide for consultant program management assistance two days per week for one year (832 hours). Details of the individual contracts with each firm are provided below.

#### VA Consulting Inc.

This firm proposes Mr. John Wolter, P.E. to perform the program management services. Mr. Wolter has over 40 years of public works project management experience, 25 years with public agencies and 15 years in private practice. Mr. Wolter has demonstrated successful experience delivering public works projects. Staff have negotiated a fee of \$125 per hour for Mr. Wolter's services. Mr. Wolter would manage the projects in Table 1 above.

The not-to-exceed amount of the recommended contract with VA Consulting, Inc. is \$104,000 (832 hours at \$125 per hour).

#### Sunbeam Consulting

This firm proposes Mr. Chuck Stephan P.E. to perform program management services. Mr. Stephan has over 25 years' experience in public works project management. Mr. Stephan's career includes experience as a municipal project management employee, a construction contractor and, most recently, a consultant project manager. Mr. Stephan has successfully provided program management services to other South Bay Cities including the Cities of Torrance and Hermosa Beach and has recently performed construction management serves for the City of Manhattan Beach. Staff have negotiated a fee of \$120 per hour for Mr. Stephan's services. Mr. Stephan would manage the projects listed in Table 2, above.

The not-to-exceed amount of the recommended contract with Sunbeam Consulting. is \$99,840 (832 hours at \$120 per hour).

### Location of Service

Approximately half of the consultant's hours would be worked on-site in City offices. The remainder of hours would be worked off-site.

Capital Improvement Plan (CIP) Assignments and Schedule

Attachment 5 provides the City's schedule of CIP project delivery. It also indicates the assigned project/program manager. If City Council approves the recommended agreements, all projects will be staffed and will move forward immediately.

Consideration of Contract Extension.

The agreements will terminate at the completion of the project or at the expiration of 832 hours of service. Staff may submit contract extension request(s) for City Council consideration if additional consultant hours are needed to complete projects and staff is satisfied with the consultant's performance.

Attachments:

- 1) Project Detail Sheets, Projects to be managed by VA Consulting
- 2) Project Detail Sheets, Projects to be managed by Sunbeam Consulting
- 3) Agreement VA Consulting
- 4) Agreement Sunbeam Consulting
- 5) CIP Schedule and Assignments

**Attachment 1**

**Project Detail Sheets, Projects to be managed by VA Consulting**

**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Utilities**

**Project Title:** 2<sup>nd</sup> Street Booster Pump Station

**Description:** Installation of new natural gas engine, engine controls, engine muffler, and engine mount vibration insulators.

**Justification:** The 2<sup>nd</sup> Street booster pump station is a back-up pump station in the City's high-pressure zone. This zone, located at the physical high point of the City requires supplemental pumping to maintain normal water system pressures. The Larsson Pump Station is the primary pump station in the high pressure zone; however, when peak domestic or fire flow demand is encountered, the 2nd Street Pump Station is called to provide supplemental flow and pressure.

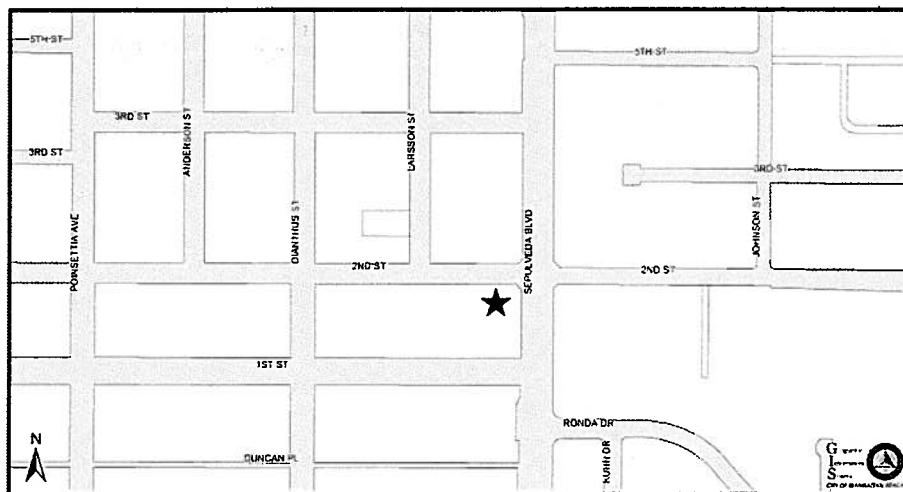
The 2<sup>nd</sup> Street Pump Station is situated in an underground vault in the 2<sup>nd</sup> Street parkway immediately adjacent to an office building. The current engine dates to the 1970s and spare parts are often difficult to locate. Both the engine and the engine control system are antiquated and require replacement. Additionally, vibration and noise from the engine affect the adjacent structure requiring installation of a new exhaust system and vibration insulators.

**Project Cost Information:**

**Capital Costs:**

<u>Funding Source (s)</u>	<u>Previous Approp'ns</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>TOTAL</u>
Sewer Funds	\$50,000	\$580,000					\$630,000
<b>TOTAL</b>	<b>\$50,000</b>	<b>\$580,000</b>					<b>\$630,000</b>

**Location Map:**



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Utilities**

**Project Title:** Larsson Street Pump Station Improvement

**Description:** Upgrade pumps, controls, variable speed drives and back-up generator to provide increases pumping capacity.

**Justification:** Presently the Larsson Street Pump Station consists of three electric pumps with variable speed drives. All three pumps are often called to provide peak domestic service and on occasion, the 2<sup>nd</sup> Street Pump Station is also called to assist. Optimally, peak domestic service should be served by two of the three pumps at the station. This would allow one of the pumps to be taken out of service for maintenance without requiring the 2<sup>nd</sup> Street pump station to be called.

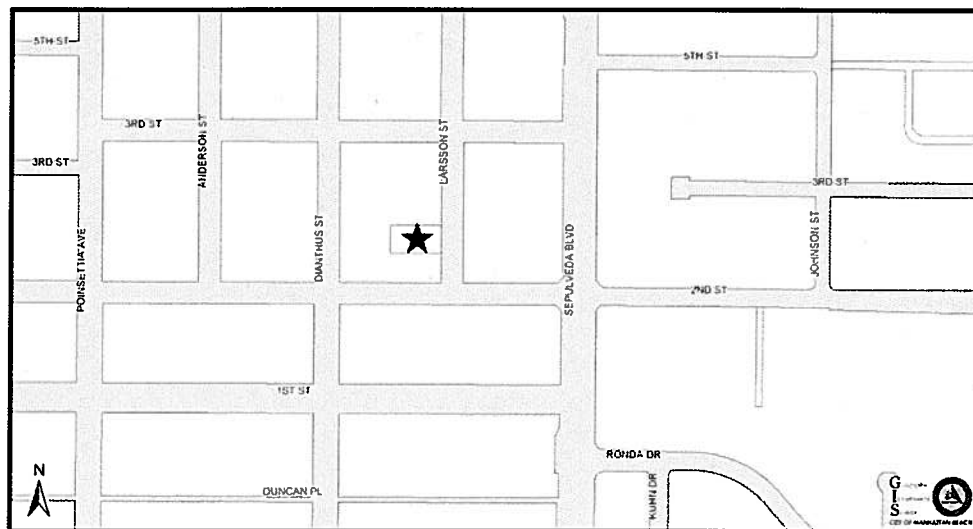
This project would provide three larger pumps at the station such that two pumps would handle peak domestic service. Three new pumps and variable speed drives would be installed along with new motor controls and a larger back-up generator to handle the increased electrical demand of the larger pumps and motors.

**Project Cost Information:**

Capital Costs:

<u>Funding Source(s)</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>TOTAL</u>
Water Fund	\$100,000	\$500,000				\$600,000
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$500,000</b>				<b>\$600,000</b>

**Location Map:**





**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Utilities**

**Project Title:       Pipe Replacement Program and Fire Hydrant Installation (Area 1)**

**Description:**

Construction of replacement water mains and new fire hydrants.

Street	From	To	Maintenance Area
11 <sup>th</sup> Street	Ardmore Avenue	John Street	7 Low pressure zone
10 <sup>th</sup> Street	Highview Avenue	Pacific Avenue	7 High pressure zone
9 <sup>th</sup> Street	Ardmore Avenue	Highview Avenue	7 Low Pressure Zone
9 <sup>th</sup> Street	Highview Avenue	Pacific Avenue	7 High pressure zone
Highview Avenue	9 <sup>th</sup> Street	10 <sup>th</sup> Street	7 Convert to high pressure zone
Pacific Avenue	11 <sup>th</sup> Street	Manhattan Beach Boulevard	7 Low pressure zone
John Street	10 <sup>th</sup> Street	11 <sup>th</sup> Street	7 High pressure zone
9th Street	John Street	Poinsettia Avenue	7 High pressure zone
Poinsettia	8th Street	9th Street	7 High pressure zone
8th Street	Pointessettia Avenue	Sepulveda Boulevard	7 Low pressure zone

**Justification:**       The existing water mains in this part of Area 1 are mostly 4" cast iron mains more than 60 year old. Increasing to 6" mains or larger would provide adequate fire flows in the area.

**Project Cost Information:**

Capital Costs:

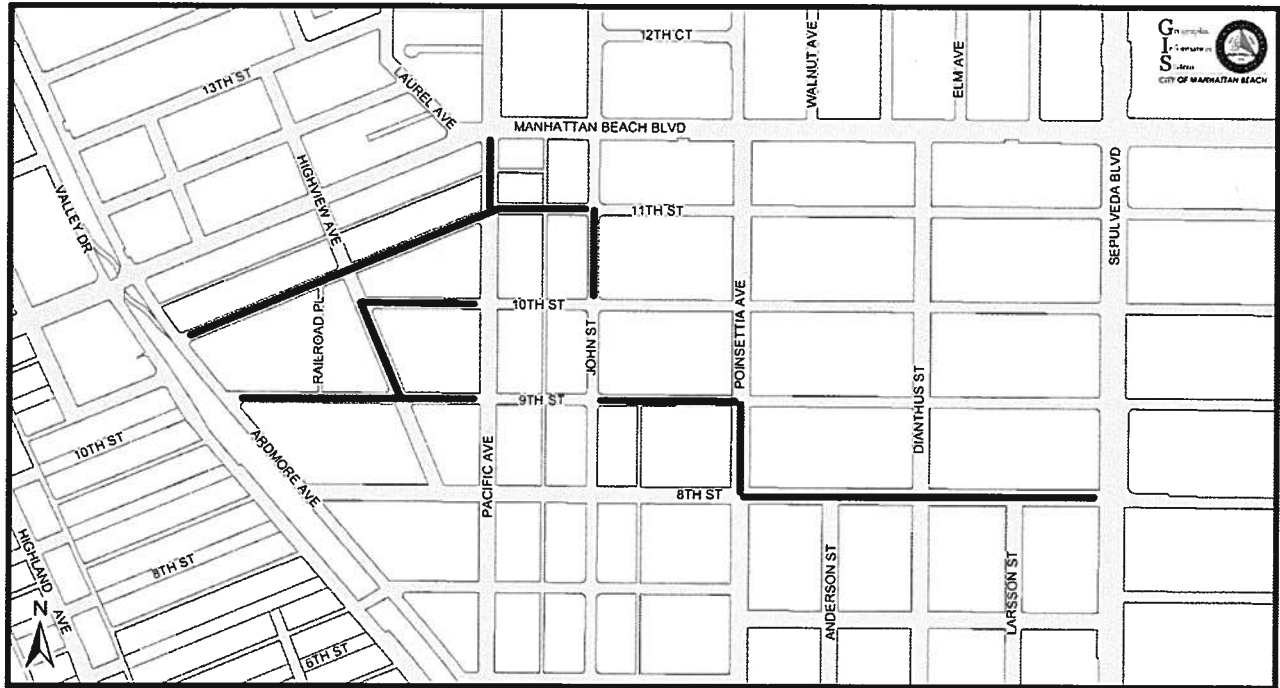
<u>Funding Source(s)</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>TOTAL</u>
Water Fund	\$150,000	\$1,050,000				\$1,200,000
<b>TOTAL</b>	<b>\$150,000</b>	<b>\$1,050,000</b>				<b>\$1,200,000</b>

**Location Map on following page:**

City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information

Project Title: Pipe Replacement Program and Fire Hydrant Installation (Area 1)  
Continued

Location map:



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Utilities

**Project Title:** Water Main Replacement Project: Sepulveda Boulevard and 2<sup>nd</sup> Street

**Description:** Construction of replacement water mains and new fire hydrants.

Sepulveda Boulevard (Manhattan Beach Boulevard to 2nd Street)  
2<sup>nd</sup> Street (Larsson Pump Station to 2nd St Pump Station)

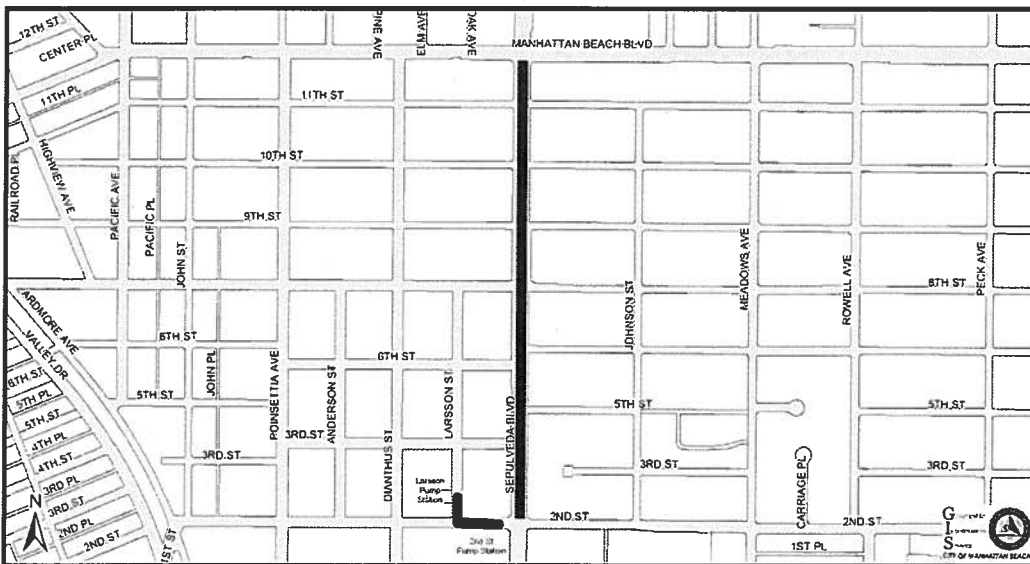
**Justification:** The existing water mains on the west side of Sepulveda Boulevard are 70 and 80 years old. Replacing the mains will restore the useful lives of these mains and will assure the longevity and dependability of the system.

**Project Cost Information:**

Capital Costs:

<u>Funding Source(s)</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>TOTAL</u>
Water Fund	\$100,000	\$800,000				\$900,000
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$800,000</b>				<b>\$900,000</b>

**Location Map:**



**Attachment 2**

**Project Detail Sheets, Projects to be managed by Sunbeam Consulting**

**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Utilities**

**Project Title: Rehabilitation of Gravity Sewer Mains FY 2012-13**

**Description:** Replacement or repair of gravity sewer mains as indicated below:

Street	limits	work	Maintenance Area
11 <sup>th</sup> Street	Dianthus Street to Sepulveda Boulevard	2 spot repairs	1
Ardmore Avenue	S/O 11 <sup>th</sup> Street	1 spot repair	1
10 <sup>th</sup> Street	Dianthus Street to Sepulveda Boulevard	1 spot repair	1
Dianthus Street	3 <sup>rd</sup> Street to 6 <sup>th</sup> Street	1 spot repair	1
2 <sup>nd</sup> Street	Poinsettia Street To Anderson Street	1 spot repair	1
8 <sup>th</sup> Street	Poinsettia Street To Anderson Street	1 spot repair	1
8 <sup>th</sup> Street	Anderson Street to Dianthus Street	1 spot repair	1
9 <sup>th</sup> Street	Ardmore Avenue to Railroad Place	2 spot repairs	1
Boundary Place	Dianthus Street to Sepulveda Boulevard	1 spot repair	1
11 <sup>th</sup> Place	W/O Highview Avenue	1 spot repair	1
6 <sup>th</sup> Street	John Street to John Place	1 spot repair	1
1 <sup>ST</sup> Street	E/O Ardmore Avenue	1 spot repair	1
Johnson Street	2 <sup>nd</sup> to 3 <sup>rd</sup> Streets	1 spot repair	2
3 <sup>rd</sup> Street	Johnson Street to Meadows Avenue	2 spot repairs	2
Rowell Avenue	Gates Avenue to Curtis Avenue	1 spot repair	2
8 <sup>th</sup> Street	W/O Johnson Street	1 spot repair	2
9 <sup>th</sup> Street	At Johnson Street	1 spot repair	2
Meadows Avenue	Curtis Avenue and Voorhees Avenue	1 spot repair	2
2 <sup>nd</sup> Street	Sepulveda Boulevard to Johnson Street	1 spot repair	2
8 <sup>th</sup> Street	E/O Johnson Street	1 spot repair	2
9 <sup>th</sup> Street	W/O Meadows Avenue	1 spot repair	2
Longfellow Drive	E/O Altura Way	1 spot repair	2
Shores Parking Lot	W/O Peck Avenue	1 spot repair	2
Johnson Street	3 <sup>rd</sup> to 4 <sup>th</sup> Streets	1 spot repair	2
Johnson Street	4 <sup>th</sup> to 5 <sup>th</sup> Streets	1 spot repair	2
9 <sup>th</sup> Street	Rowell Avenue to Peck Avenue	1 spot repair	2
Tennyson Street	Chabella Drive to Prospect Avenue	1 spot repair	2
2 <sup>nd</sup> Street	Herrin Avenue to Redondo Avenue	Full replacement	3
Nelson Avenue	Peck Avenue to Herrin Street	2 spot repairs	3
Herrin Street	1 <sup>st</sup> Street to Gates Avenue	2 spot repairs	3
Aviation Boulevard	10 <sup>th</sup> Street to 11 <sup>th</sup> Street	1 spot repair	3
1 <sup>ST</sup> Street	Redondo Avenue to Aviation Boulevard	1 spot repair	3
Nelson Avenue	Crossing Aviation Boulevard	1 spot repair	3

**Justification:** The above locations have been identified by maintenance staff and through CCTV inspection to require rehabilitation or replacement.

**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

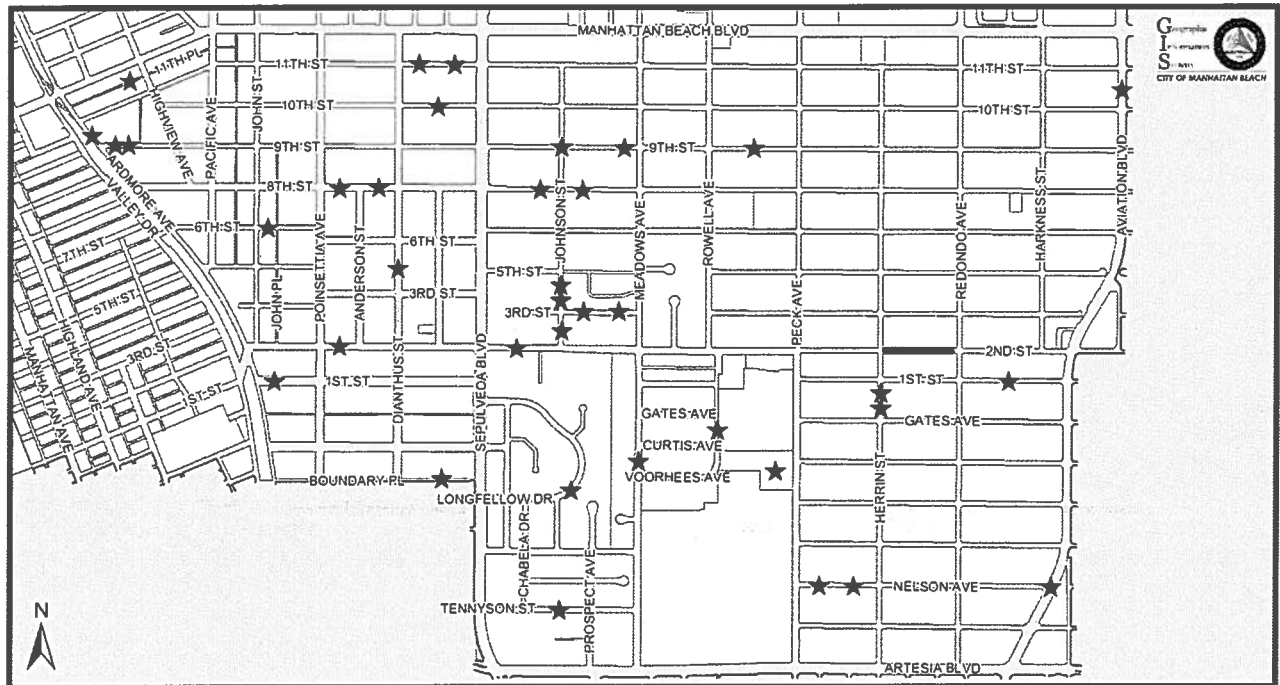
**Project Title: Rehabilitation of Gravity Sewer Mains FY 2012-13  
Continued**

**Project Cost Information:**

**Capital Costs:**

<b><u>Funding Source(s)</u></b>	<b><u>FY2011-12</u></b>	<b><u>FY2012-13</u></b>	<b><u>FY 2013-14</u></b>	<b><u>FY2014-15</u></b>	<b><u>FY2015-16</u></b>	<b><u>TOTAL</u></b>
Sewer Fund	\$150,000	\$1,300,000				\$1,450,000
<b>TOTAL</b>	<b>\$150,000</b>	<b>\$1,300,000</b>				<b>\$1,450,000</b>

**Location Map:**



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Utilities

**Project Title: Rehabilitation of Sewer Manholes FY 2012-13 through FY 2014-15**

**Description:**

Rehabilitation of Sewer Manholes at the following locations:

Street	Manhole	Recommendation	Year/Cost
Highland Ave	19-015	Replace	FY 1011-12 \$100K
1st St	01-080	Repair mortar	
Curtis Ave	05-052	Replace manhole cover and line	
Gates Ave	01-072	Line manhole	
2nd St	01-086	Line manhole	
Duncan Ave	10-039	Line manhole	
18th St	06-244	Line manhole	FY 1012-13 \$150K
8th St	04-054	Line manhole	
Meadows Ave	05-023	Line manhole	
14th St	06-191	Line manhole	
Cedar Way	25-012	Line manhole	
Village Dr	25-025	Line manhole	
11th St	09-028	Line manhole	
Rowell Ave	05-055	Replace manhole cover	
Flornoy Rd	17-057	Line manhole	FY 1014-15 \$150K
14th St	06-050	Line manhole	
14th St	06-077	Line manhole	
31st St	17-053	Line manhole	
Tennyson St	05-020	Line manhole	
Voorhees Ave	05-005	Line manhole	
The Strand	14-064	Replace manhole cover	
Manhattan Ave	11-116A	Line manhole	
19th St	06-030	Line manhole	
Blanche Rd	17-040	Line manhole	
1st St	01-061	Line manhole	FY 1014-15 \$150K
Marine Ave	15-053	Repair mortar	
Manhattan Ave	11-117	Line manhole	

**Justification:** The above sewer manholes were inspected and determined to require rehabilitation, repair or replacement. This project will rehabilitate, replace and/or repair the sewer manholes listed above. Manholes provide maintenance access to sewer mains.

**Project Cost Information:**

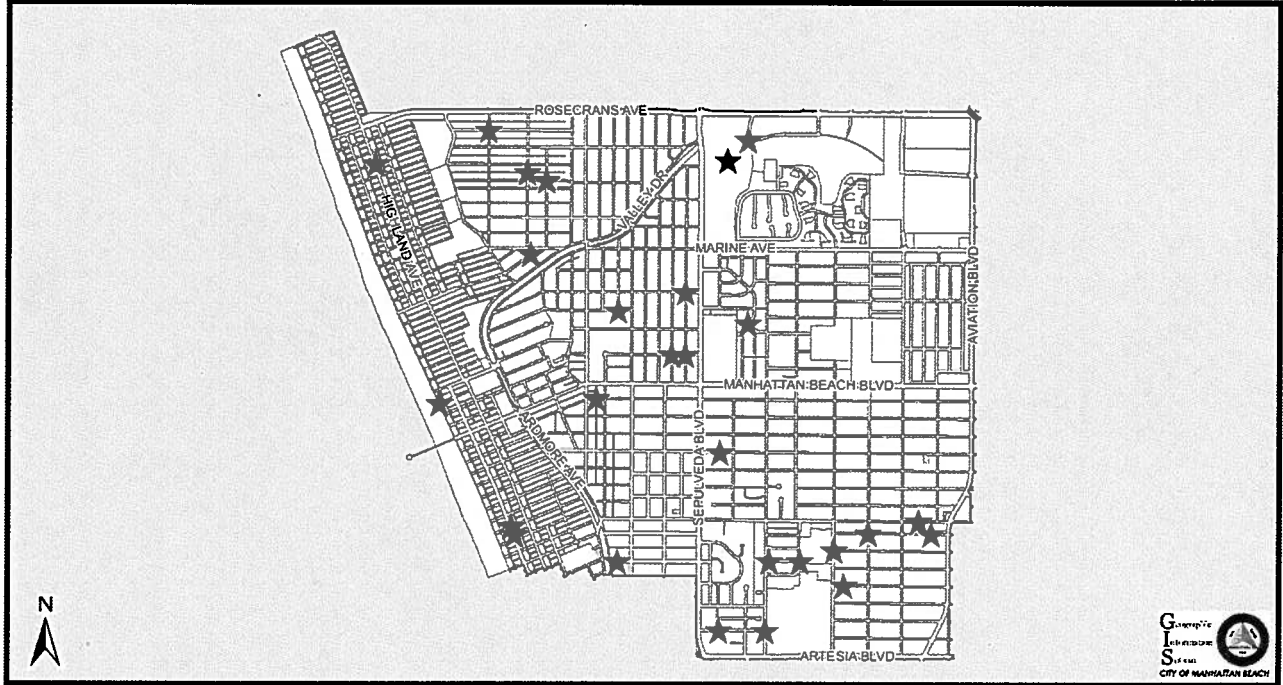
**Capital Costs:**

<u>Funding Source(s)</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>TOTAL</u>
Sewer Fund		\$100,000	\$150,000		\$150,000	\$400,000
<b>TOTAL</b>		<b>\$100,000</b>	<b>\$150,000</b>		<b>\$150,000</b>	<b>\$400,000</b>

City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information

Project Title: Rehabilitation of Sewer Manholes FY 2012-13 through FY 2014-15  
Continued

Location Map:





**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Streets

**Project Title:** Street Resurfacing Project: Ardmore Avenue and Valley Drive

**Description:** The project will mill and overlay the pavement surface and replace displaced curbs, gutters and sidewalk.

**Justification:** The existing pavement on Valley Drive and Ardmore Ave. within the project limits is deteriorated and rehabilitation is required. Ponding occurs near Manhattan Beach Boulevard after rains and pavement deterioration is escalated due to dry weather drainage sheeting across the roadway.

**Project Cost Information:**

Capital Costs:

<u>Funding Source(s)</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>TOTAL</u>
Gas Tax	\$582,696					\$582,696
MTA STP-L	\$117,304					\$117,304
<b>TOTAL</b>	<b>\$700,000</b>					<b>\$700,000</b>

**Location Map:**



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Streets

**Project Title:** Sepulveda Boulevard at Manhattan Beach Boulevard Dual Westbound to Southbound, Eastbound to Northbound and Northbound to Westbound Left-Turn Lanes

**Description:** Widening and restriping of the intersection of Sepulveda Boulevard at Manhattan Beach Boulevard to provide Westbound to Southbound, Eastbound to Northbound and Northbound to Westbound Left-Turn Lanes

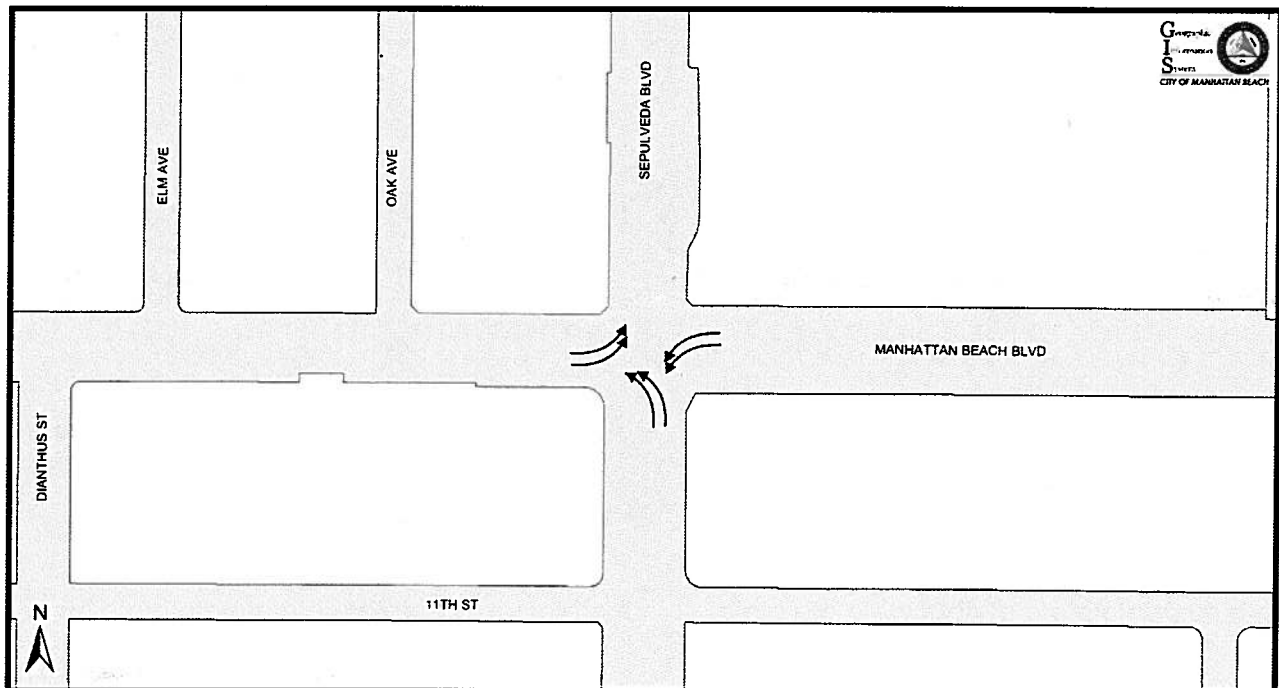
**Justification:** Left-turn movements at Sepulveda Boulevard at Manhattan Beach Boulevard are congested due the lack of lane capacity.

**Project Cost Information:**

Capital Costs:

<u>Funding Source (s)</u>	<u>Previous Approp'ns</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>TOTAL</u>
Measure R				\$980,000			\$980,000
Prop. C	\$414,593						\$414,593
<b>TOTAL</b>	<b>\$414,593</b>			<b>\$980,000</b>			<b>\$1,394,593</b>

**Location Map:**



Attachment 3

Agreement  
VA Consulting, Inc.

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and VA 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  
  
Perform program management of capital improvements to public works infrastructure;
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 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 One Hundred Four Thousand Dollars and no/100 (\$104,000)

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 *[as set forth in Exhibit "C"]*. 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 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 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.



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:

VA Consulting, Inc.  
6400 Oak Canyon, Suite 150  
Irvine, CA 92618

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 CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. 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 provisions of this paragraph shall survive the expiration or 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

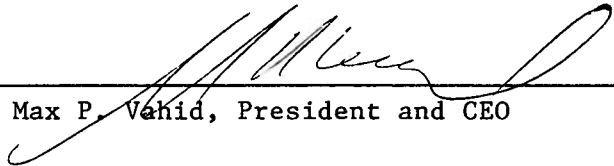
writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

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

By

  
\_\_\_\_\_  
Max P. Vehid, President and CEO

CITY OF MANHATTAN BEACH

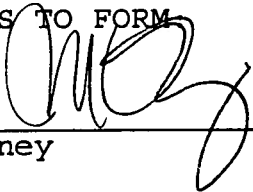
By

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

ATTEST:

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Public Works Approval



**EXHIBIT "A"**  
**SCOPE OF WORK**

The Consultant will perform program management (project management) for the projects indicated below.

Projects to be managed by consultant					
Table 1	Project Title	Carryover Budget	FY2011 12	FY2012 13	FY2013 14
	2nd Street Booster Pump Station	\$50,000	\$500,000		
	Larsson Street Pump Station Improvement		100,000	\$500,000	
	Pipe Replacement Program and Fire Hydrant Installation (Area 1)		150,000	1,050,000	
	Water Main Replacement: Sepulveda Boulevard & 2 <sup>nd</sup> Street (Sep-MBB to 2 <sup>nd</sup> ; 2 <sup>nd</sup> -Larson Pump to 2 <sup>nd</sup> St. Pump)		100,000	800,000	
	Total	\$50,000	\$850,000	\$2,350,000	

The consultant shall perform tasks as indicated in Table 2 below at a minimum and may be requested to perform additional tasks as needed to manage projects listed in Table 1 above.

Table 2	Anticipated Work Items	Admin	P,S&E	Bidding	Construction	Public Relat.
	1. Establish two project files for each project (design, construction)	X				
	2. Develop and issue Requests for Proposals (RFPs) to hire consultants to prepare plans, specifications and estimates for the projects indicated in Table 1. <i>(The firm selected to perform program management through this RFP cannot be selected to perform any other task related to the projects in Table 1.)</i>		X			
	3. Participate in the consultant selection process with City staff		X			
	4. Prepare City Council staff reports to award a Professional Services Agreement to the firm selected for design.		X			
	5. Work with City staff to provide existing substructure plans to the design consultant using City equipment to provide the copies.		X			
	6. Call meetings with City operations staff to receive input on needs and construction preferences and work with design consultant to incorporate into plans and specifications.		X			
	7. Perform plan check at 30%, 60% and 90% and coordinate plan revisions with design consultant.		X			
	8. Review cost estimates to determine if budget is sufficient of if addition funding or if scope reduction is needed.		X			
	9. For the Sepulveda Boulevard water main project and Sepulveda Boulevard at Manhattan Beach Boulevard Dual Left Turn Lanes project, submit application for Caltrans encroachment permit.	X				

EXHIBIT "A" SCOPE OF WORK Continued

Table 2 Anticipated Work Items	Admin	P,S&E	Bidding	Construction	Public Relat.
10. Incorporate plans and technical specifications provided by the design consultant into the City's boiler plate specification document.		X			
11. Prepare Notice of Exemption using City standard format and file with County recorder. All projects in Table 1 have been determined to be Categorically Exempt per the California Environmental Quality Act (CEQA)	X				
12. Schedule a bid opening date with City Clerk's Office.			X		
13. Prepare City Council staff report requesting approval of plans and specifications and authorization to solicit bids.			X		
14. Work with City staff to advertise the project in the local paper and submit to bid package to plan rooms.			X		
15. Prepare RFP for construction management (CM) and issue to City shortlist.				X	
16. Review CM proposals and work with City Engineer to negotiate scope and fee.				X	
17. Prepare CM Professional Services Agreement and submit to selected CM consultant after approval-as-to-form provided by City Attorney. Contracts must be fully executed by the consultant prior to submittal to City Council for award.				X	
18. Answer questions from contractors and issue addenda if necessary.			X		
19. Attend bid opening.			X		
20. Review bids to determine responsiveness and accuracy			X		
21. Contact references, verify contractor's license and search EPLS to verify that low bidder is a responsible.			X		
22. Prepare contract documents using standard City contract format, submit to contractor for execution after approval-as-to-form provided by City Attorney. Receive all three copies of executed contract prior to submittal of City Council Staff report recommending award of contract to lowest responsive/responsible bidder.				X	
23. Prepare City Council staff report recommending award of construction contract, approval of 10% contingency, and award of CM contract.				X	
24. Schedule and conduct pre-construction conference.				X	
25. Review equipment and material submittals and recommend approval by the City Engineer.				X	
26. Issue notice to proceed.				X	
27. Conduct pre-construction community meeting to inform local residents/businesses of construction impacts.					X

EXHIBIT "A" SCOPE OF WORK Continued

Table 2 Anticipated Work Items	Admin	P,S&E	Bidding	Construction	Public Relat.
28. Establish an online subscription program for interested parties to subscribe for weekly status updates during the construction period.					X
29. Issue weekly status updates to subscribed parties.					X
30. Confer with the consultant inspector on a daily basis to determine status and to identify potential cost, schedule and public relations issues. Report issues to the City Engineer.				X	
31. Review and process pay requests from the contractors/consultants including preparation of City Council staff reports requesting approval for payment to construction contractors. Council approval of payments to consultants is not required..				X	
32. Order materials testing (e.g. compaction tests for trench backfill).				X	
33. Work with consultant inspector to prepare punch lists upon substantial completion of each project and verify completion and make recommendation for acceptance of the project by the City.				X	
34. Prepare City Council staff report recommending that City Council accept the project as complete, issue a notice of completion and release retention after 35 days.				X	
35. Complete record drawings and work with City GIS staff to scan and incorporate into the GIS system.				X	

EXHIBIT "B"  
FEE SCHEDULE

The Consultant will perform program management (project management) for the projects indicated below in Exhibit "A" for an hourly fee of **\$125 per hour**. It is anticipated that 832 hours of program management service will be required in a one-year period. The total not-to-exceed amount of the agreement is **832 hours at \$125 per hour totaling to \$104,000**.

**EXHIBIT "C"**  
**TIME OF PERFORMANCE**

Project	Issue RFP	Award Consultant Contract	Advertise for Constr. Bids	Award Constr. Contract
2nd Street Booster Pump Station	12/1/11	1/17/12	5/15/12	7/3/12
Larsson Street Pump Station Improvement	12/1/11	1/17/12	5/15/12	7/3/12
Pipe Replacement Program and Fire Hydrant Installation (Area1)	12/1/11	1/17/12	5/15/12	7/3/12
Water Main Replacement: Sepulveda Boulevard & 2 <sup>nd</sup> Street (Sep-MBB to 2 <sup>nd</sup> ; 2 <sup>nd</sup> -Larson Pump to 2 <sup>nd</sup> St. Pump)	12/1/11	1/17/12	5/15/12	7/3/12



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2011

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810	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.	
	<b>INSURERS AFFORDING COVERAGE</b>	NAIC #
<b>INSURED</b> VA Consulting Inc 6400 Oak Canyon, Suite 150 Irvine, CA 92618	INSURER A: <b>Travelers Property Casualty Co of Am</b>	25674
	INSURER B: <b>ACE American Insurance Company</b>	22667
	INSURER C: <b>Travelers Indemnity Co. of Connecticut</b>	25682
	INSURER D:	At XV
	INSURER E:	At XV

**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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		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.	6804848L258 General Liab. excludes claims arising out of the performance of professional services.	11/24/10	11/24/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
C		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	BA4908L548	11/24/10	11/24/11	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/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CUP7156Y612 Does not include Professional Liability	11/24/10	11/24/11	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB7665Y535	11/24/10	11/24/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B		OTHER Professional Liability Claims made	G23633711005	06/16/11	06/16/12	\$1,000,000 per claim \$2,000,000 annl aggr.

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

Re: Program Management of Capital Improvements project.  
 City of Manhattan Beach, its employees, officials and agents are additional insured on General & Auto liability as per written contract.  
 Coverage afforded the additional insured is primary and non-contributory (See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION Ten Day Notice for Non-Payment of Premium**

City of Manhattan Beach Attn: Steve Finton, City Engr. 1400 Highland Ave Manhattan Beach, CA 90266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>NOTICE BY MAIL</del> MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. <del>BY MAIL OR BY REGISTERED MAIL</del> AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

as respects to general liability.

Waiver of subrogation includes in Work Comp.

Professional Liability policy deductible: \$45,000.

**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 10/27/2011	
Named Insured VA Consulting Inc	

### SCHEDULE

**Name of Person(s) or Organization(s):**

City of Manhattan Beach  
Attn: Steve Finton, City Engr.  
1400 Highland Ave  
Manhattan Beach, CA 90266

Re: Program Management of Capital  
Improvements project. City of  
Manhattan Beach, its employees,  
officials and agents.

(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

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) --**

POLICY NUMBER: UB7665Y535

**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 % of the California workers' Compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization:**

City of Manhattan Beach  
Attn: Steve Finton, City Engr.  
1400 Highland Ave  
Manhattan Beach, CA 90266

**Job Description:**

Re: Program Management of Capital Improvements project. City of Manhattan Beach, its employees, officials and agents.

DATE OF ISSUE: 10/27/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

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

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as 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 on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. 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 the insurance provided to an additional insured under this 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". 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 insured when the insured is 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 any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

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 a person or organization as an additional insured on this Cov-

erage 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.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>VA Consulting, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>6400 Oak Canyon, Suite 150</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Irvine, CA 92618</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number
95 : 2816494

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment 4

Agreement  
Sunbeam Consulting



## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Sunbeam Consulting, a consultant, ("CONSULTANT").

## RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to  
  
Perform program management of capital improvements to public works infrastructure;
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 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 Ninety-Nine Thousand Eight Hundred and Forty Dollars and no/100 (\$99,840)

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 **[as set forth in Exhibit "C"]**. 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 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 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.

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:

Sun Beam Consulting  
1411 W190th 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 CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. 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 provisions of this paragraph shall survive the expiration or 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

By



CITY OF MANHATTAN BEACH

By

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Public Works Approval



**EXHIBIT "A"**  
**SCOPE OF WORK**

The Consultant will perform program management (project management) for the projects indicated below.

Projects to be managed by consultant					
Table 1	Project Title	Carryover Budget	FY2011 12	FY2012 13	FY2013 14
	FY 12-13 Rehabilitation of Gravity Sewer Mains		150,000	1,300,000	
	FY 11-12 thru 14-15 Rehabilitation of Sewer Manholes		\$100,000	\$150,000	\$150,000
	Street Resurfacing Project: Ardmore and Valley		\$700,000		
	Sepulveda Boulevard at Manhattan Beach Boulevard Dual WB, EB and NB left turn lanes	\$414,593			\$980,000
	Total	\$414,593	\$950,000	\$1,450,000	\$1,130,000

The consultant shall perform tasks as indicated in Table 2 below at a minimum and may be requested to perform additional tasks as needed to manage projects listed in Table 1 above.

Table 2	Anticipated Work Items	Admin	P,S&E	Bidding	Construction	Public Relat.
1.	Establish two project files for each project (design, construction)	X				
2.	Develop and issue Requests for Proposals (RFPs) to hire consultants to prepare plans, specifications and estimates for the projects indicated in Table 1. <i>(The firm selected to perform program management through this RFP cannot be selected to perform any other task related to the projects in Table 1.)</i>		X			
3.	Participate in the consultant selection process with City staff		X			
4.	Prepare City Council staff reports to award a Professional Services Agreement to the firm selected for design.		X			
5.	Work with City staff to provide existing substructure plans to the design consultant using City equipment to provide the copies.		X			
6.	Call meetings with City operations staff to receive input on needs and construction preferences and work with design consultant to incorporate into plans and specifications.		X			
7.	Perform plan check at 30%, 60% and 90% and coordinate plan revisions with design consultant.		X			
8.	Review cost estimates to determine if budget is sufficient of if addition funding or if scope reduction is needed.		X			
9.	For the Sepulveda Boulevard water main project and Sepulveda Boulevard at Manhattan Beach Boulevard Dual Left Turn Lanes project, submit application for Caltrans encroachment permit.	X				

EXHIBIT "A" SCOPE OF WORK Continued

Table 2 Anticipated Work Items	Admin	P,S&E	Bidding	Construction	Public Relat.
10. Incorporate plans and technical specifications provided by the design consultant into the City's boiler plate specification document.		X			
11. Prepare Notice of Exemption using City standard format and file with County recorder. All projects in Table 1 have been determined to be Categorically Exempt per the California Environmental Quality Act (CEQA)	X				
12. Schedule a bid opening date with City Clerk's Office.			X		
13. Prepare City Council staff report requesting approval of plans and specifications and authorization to solicit bids.			X		
14. Work with City staff to advertise the project in the local paper and submit to bid package to plan rooms.			X		
15. Prepare RFP for construction management (CM) and issue to City shortlist.				X	
16. Review CM proposals and work with City Engineer to negotiate scope and fee.				X	
17. Prepare CM Professional Services Agreement and submit to selected CM consultant after approval-as-to-form provided by City Attorney. Contracts must be fully executed by the consultant prior to submittal to City Council for award.				X	
18. Answer questions from contractors and issue addenda if necessary.			X		
19. Attend bid opening.			X		
20. Review bids to determine responsiveness and accuracy			X		
21. Contact references, verify contractor's license and search EPLS to verify that low bidder is a responsible.			X		
22. Prepare contract documents using standard City contract format, submit to contractor for execution after approval-as-to-form provided by City Attorney. Receive all three copies of executed contract prior to submittal of City Council Staff report recommending award of contract to lowest responsive/responsible bidder.				X	
23. Prepare City Council staff report recommending award of construction contract, approval of 10% contingency, and award of CM contract.				X	
24. Schedule and conduct pre-construction conference.				X	
25. Review equipment and material submittals and recommend approval by the City Engineer.				X	
26. Issue notice to proceed.				X	
27. Conduct pre-construction community meeting to inform local residents/businesses of construction impacts.					X

EXHIBIT "A" SCOPE OF WORK Continued

Table 2 Anticipated Work Items	Admin	P,S&E	Bidding	Construction	Public Relat.
28. Establish an online subscription program for interested parties to subscribe for weekly status updates during the construction period.					X
29. Issue weekly status updates to subscribed parties.					X
30. Confer with the consultant inspector on a daily basis to determine status and to identify potential cost, schedule and public relations issues. Report issues to the City Engineer.				X	
31. Review and process pay requests from the contractors/consultants including preparation of City Council staff reports requesting approval for payment to construction contractors. Council approval of payments to consultants is not required..				X	
32. Order materials testing (e.g. compaction tests for trench backfill).				X	
33. Work with consultant inspector to prepare punch lists upon substantial completion of each project and verify completion and make recommendation for acceptance of the project by the City.				X	
34. Prepare City Council staff report recommending that City Council accept the project as complete, issue a notice of completion and release retention after 35 days.				X	
35. Complete record drawings and work with City GIS staff to scan and incorporate into the GIS system.				X	

EXHIBIT "B"  
FEE SCHEDULE

The Consultant will perform program management (project management) for the projects indicated below in Exhibit "A" for an hourly fee of **\$120 per hour**. It is anticipated that 832 hours of program management service will be required in a one-year period. The total not-to-exceed amount of the agreement is **832 hours at \$120 per hour totaling to \$99,840**.

**EXHIBIT "C"**  
**TIME OF PERFORMANCE**

Project	Issue RFP	Award Consultant Contract	Advertise for Constr. Bids	Award Constr. Contract
FY 12-13 Rehabilitation of Gravity Sewer Mains	12/1/11	1/17/12	4/17/12	6/5/12
FY 11-12 thru 14-15 Rehabilitation of Sewer Manholes	12/1/11	1/17/12	4/17/12	6/5/12
Street Resurfacing Project: Ardmore and Valley	12/1/11	1/17/12	4/17/12	6/5/12
Sepulveda Boulevard at Manhattan Beach Boulevard Dual WB, EB and NB left turn lanes	12/1/11	1/17/12	FY 13-14	FY 13-14



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2011

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

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

<b>PRODUCER</b> Commercial Associates Insurance 4226 E. La Palma Avenue Anaheim CA 92807		<b>CONTACT NAME:</b> Elke Riddles <b>PHONE (A/C No. Ext):</b> (714) 524-4949 <b>FAX (A/C No.):</b> (714) 524-4940 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Sunbeam Consulting Inc. 1411 W. 190th Street #525 Gardena CA 90248		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Landmark American Ins./M/JH A XV INSURER B: Allied Property & Casualty Co A# XV INSURER C: Landmark American Ins./RT Spec A XIII INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 11/12 GL/Auto/Prof REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		LBA129155	10/28/2011	10/28/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	X		ACP7805328172	10/28/2011	10/28/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
C	Landmark Specialty (CLAIMS MADE)			LHR817274	10/28/2011	10/28/2012	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$1,000,000 Aggregate ded. \$2,500
							\$1,000,000 per claim per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 re: Construction Inspection and Management Services as outlined in "Exhibit A" of contract with City of Manhattan Beach. Project Including FY 12/13 Rehabilitation of Gravity Sewer Mains, FY 11-12 through 14-15 Rehabilitation of Sewer Manholes, Street Resurfacing Project: Ardmore and Valley Sepulveda Blvd at Manhattan Beach Boulevard Dual WB EB and NP left turn lanes. - City of Manhattan Beach, its officials, employees and agents are named as additional insured/primary non contributory as required by written contract as respects the general liability policy per endorsement GBA104025 11/08 and CG2037 07/04 endorsements attached and as respects the auto liability policy per AC 01 02 03/09 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Manhattan Beach its officials, employees and agents 1400 Highland Ave. Manhattan Beach, CA 90266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2010/05)

INS025 (201005) 01

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*This Endorsement Changes The Policy. Please Read It Carefully.*

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
– PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:	CITY OF MANHATTAN BEACH ITS OFFICALS, EMPLOYEES AND AGENTS 1400 HIGHLAND AVE. MANHATTAN BEACH, CA 90266
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

If the contract between the additional insured and you requires that the insurance afforded by this policy be primary and noncontributory, this insurance shall be primary and noncontributory but only as to the general liability policy(ies) where that additional insured is listed as the named insured on the declaration page(s) of such policy(ies).

All other terms and conditions of this policy remain unchanged.

11/3/11

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>CITY OF MANHATTAN BEACH ITS OFFICALS, EMPLOYEES AND AGENTS 1400 HIGHLAND AVE. MANHATTAN BEACH, CA 90266</p>	<p>CONSTRUCTION INSPECTION/MGMT SVCS AS OUTLINED IN EXHIBIT A OF CONTRACT. REHABILITATION OF GRAVITY SEWER MAINS, REHABILITATION OF SEWER MANHOLES, STREET RESURFACING PROJECT ARDMORE &amp; VALLEY SEPULVEDA BLVD., CITY OF MANHATTAN BEACH</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

*Handwritten signature and date: 11/2/11*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ENDORSEMENT FORM

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
  4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
  5. Farm wagons or farm implements while being towed by a covered "auto".

#### B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of SECTION 1 - COVERED AUTOS is replaced by the following:
  2. If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
    - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

#### C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle 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 - LIABILITY COVERAGE of the Coverage Form

#### D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion IN SECTION II - LIABILITY COVERAGE is replaced by the following:

##### Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

#### E. ADDITIONAL EXCLUSIONS

The following exclusions are added to SECTION II - LIABILITY COVERAGE:

##### Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

##### Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
  - 1) Employment;
  - 2) Investigation;
  - 3) Supervision;
  - 4) Reporting to the proper authorities, or failure to so report; or

- 5) Retention;  
of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

**Explosives**

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

**Rolling Stores**

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

**Wrong Delivery of Liquid Products**

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

**Professional Services**

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

**F. MOTOR HOME CONTENTS COVERAGE**

- 1. For a covered "auto" that is a motor home the following exclusions are added TO SECTION III – PHYSICAL DAMAGE:

**Motor Home Contents**

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".

- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

**G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE**

Under Paragraph B.3.a. of SECTION III - PHYSICAL DAMAGE, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

**H. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total "loss".
- 3. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.

4. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**I. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to :

1. You, if you are an individual
2. A partner, if you are a partnership;
3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
4. A member, if you are a limited liability company.

**K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**L. AUTOS HIRED OR RENTED BY EMPLOYEES**

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

**A. Changes In Liability Coverage**

The following is added to the Who Is An Insured Provision in SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes In General Conditions**

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**M. EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES**

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

AC 01 02 03 09

**N. LIBERALIZATION**

Paragraph 3. of the **Other Insurance Condition** in the **Business Auto Coverage Form** is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**All terms and conditions of this policy apply unless modified by this endorsement.**



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

**OCTOBER 31, 2011**

**POLICY NUMBER: 9000210 - 10**  
**CERTIFICATE EXPIRES: 10-29-12**

**CITY OF MANHATTAN BEACH**  
**1400 HIGHLAND AVENUE**  
**MANHATTAN BEACH, CA 90266**

**JOB: ALL CALIFORNIA OPERATIONS**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**

**ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 10/31/11 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**  
**THIRD PARTY NAME: CITY OF MANHATTAN BEACH**

EMPLOYER

**SUNBEAM CONSULTING, INC.**  
**1411 W 190TH STREET #525**  
**GARDENA, CA 90248**

**Attachment 5**

**CIP Schedule and Assignments**







