

## AGREEMENT

THIS AGREEMENT is made this 18th day of September, 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and (Anderson Penna Partners), a consultant, ("CONSULTANT").

## RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to Construction Observation Services for the Greenbelt Low Flow Infiltration Project;
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

Seventy two thousand two hundred twenty dollars and 00/100 cents (\$72,220.00)

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

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

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

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

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

7. Insurance Requirements.

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

Anderson Penna Partners, Inc.

20280 Acacia Street, Suite 100

Newport Beach, CA 92660

b. Address of CITY is as follows:

Michael A. Guerrero, Principal Civil Engineer  
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.

21.1. Indemnity for Design Professional Services. CONSULTANT is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent Consultants in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

21.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 21.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. With respect such Claims, CONSULTANT shall defend CITY, with counsel of CITY's choice, at CONSULTANT's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against CITY. CONSULTANT shall reimburse CITY for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT or CITY. All duties of CONSULTANT under this Section shall survive 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.

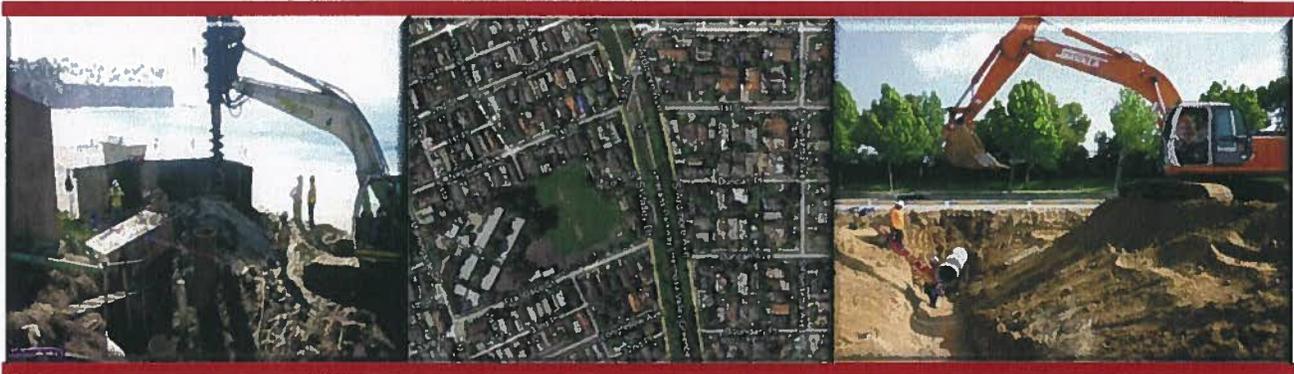
27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing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

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





Proposal  
Construction Engineering  
Greenbelt Low Flow Infiltration Project  
(Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)



AndersonPenna Partners, Inc.  
20280 Acacia Street, Suite 100  
Newport Beach, CA 92660  
(949) 428-1500

August 17, 2012



Construction Engineering for Construction of  
Greenbelt Low Flow Infiltration Project  
(Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

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August 24, 2012

Michael Guerrero, Civil Engineer  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

**Subject: Revised Proposal for Construction Engineering Services for Construction of Greenbelt Low Flow Infiltration Project**

Mr. Guerrero,

AndersonPenna Partners, Inc. (APP) understands the City of Manhattan Beach's need to engage consultant services that will be proactive and responsive in the delivery of this State funded storm water improvement project. External funding grants bring time sensitive and stringent requirements that impact local agency resources. APP offers a team experienced in meeting these challenges, along with the specific expertise and understanding of storm drainage improvements and underground construction in high profile environments. A consultant that can deliver in these critical areas will be the key to the successful completion of this project. APP can help!

Our Principal, Lisa M. Penna, PE, was at the forefront of developing urban runoff diversion programs for Cities in Southern California. Her publication in the ASCE Journal titled Storm Water Strategy, February 2002, detailed how local agencies could implement low flow diversion programs effectively to control seasonal runoff and improve water quality in receiving waters. Our team has been responsible over the years for the design, permitting and construction oversight of over 25 urban runoff systems in Southern California coastal communities. APP is currently assisting the City of Long Beach with an updated Urban Runoff Diversion Program Study Report to identify where improvements can be made in the drainage system to eliminate low flow contaminants from receiving waters.

APP has hand-picked a team that has exceptional and relevant experience to provide comprehensive construction management, inspection, federal fund administration, and contract labor compliance services that will result in a streamlined project experience.

By selecting the APP team, the City of Manhattan Beach will gain access to:

- A highly competent Professionally Licensed Construction Manager with extensive experience delivering identical services to several Southern California cities.
- An exceptionally qualified inspector with a well-established history of proactively delivering successful, public works projects in sensitive public corridors and residential neighborhoods.
- A firm with an exceptional track record.

APP recently performed identical services on the successful completion of drainage, roadway, and, landscape facility projects for the Cities of Torrance, Bellflower, Newport Beach, Fountain Valley and Laguna Beach. APP also has recently, or is currently providing: project management, construction management, and inspection services for many Southern California local agencies, including the cities of Carson, Pomona, Laguna Hills, Lake Forest, Tustin and Yorba Linda. Additionally our team members have provided various similar services to the cities of El Segundo, Hermosa Beach, Anaheim, Inglewood, Rancho Palos Verdes, Malibu, Santa Monica, Los Angeles, Inglewood, Chino Hills and Carlsbad as well as

Alameda Corridor – East Construction Authority (ACE) and Alameda Corridor Transportation Authority (ACTA).

With over 28 years of experience on similar assignments for a variety of local agencies and consulting firms, **Dino D’Emilia, PE will lead as the Principal Project Manager.** He will oversee the APP Team to ensure the City’s satisfaction with the CM and inspection services. Mr. D’Emilia recently completed very similar services as the Construction Manager for the City of Torrance’s federally funded Del Amo Boulevard Extension, Phase 2 Project, and also assisted the City of Hermosa Beach with a constructability analysis and phasing specification for the Pier Avenue Improvements Projects, which included a storm water infiltration system. Dino previously oversaw CM and inspection services on the Manhattan Beach Tree Section Street Reconstruction Project as well as a water line improvement project, and is already familiar with the City of Manhattan Beach’s project delivery methods.

**Construction Manager, Jaime Engler, PE,** brings over 15 years of design, project, and construction management experience in public works, freeways, traffic and lighting, and bridges. He has experience with federally funded projects from design RFP through project completion. Jaime worked closely with Dino on the federally funded Torrance Del Amo Boulevard Project, and recently completed a substantial storm drain project at the shore in Laguna Beach. This Laguna Beach project included a low flow diversion and CDS unit as well as a complete remote control SCADA system. He has also successfully completed several other public agency capital improvement projects in Los Angeles and Orange Counties. Jaime’s experience as a construction engineer with L. A. County Public Works makes him an excellent candidate to assist with this project.

Our proposed inspector **Tom White** brings more than 39 years of experience in construction management and inspection of public works construction and maintenance projects including roadway construction and rehabilitation, major utility and storm drain improvements as well as other public works, heavy civil and building facility projects. Additionally, Tom lives conveniently near the project site.

AndersonPenna Partners, Inc. is a certified UDBE firm.

If there are any questions regarding this proposal, please contact Dino using the contact information listed below:

Mr. Dino D’Emilia, PE  
Vice President, Construction Services  
20280 Acacia Street, Suite 100, Newport Beach, CA 92660  
Cell: (714) 458-0703, Email: [ddemilia@andpen.com](mailto:ddemilia@andpen.com)

Respectfully submitted,  
AndersonPenna Partners, Inc.



Digitally signed by Dino D’Emilia  
DN: cn=Dino D’Emilia,  
o=AndersonPenna Partners, Inc.,  
ou=Construction Services,  
email=ddemilia@andpen.com, c=US  
Date: 2012.08.24 10:11:21 -07’00’

Dino D’Emilia, PE  
Vice President, Construction Services



## Construction Engineering for Construction of Greenbelt Low Flow Infiltration Project (Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

### Project Understanding

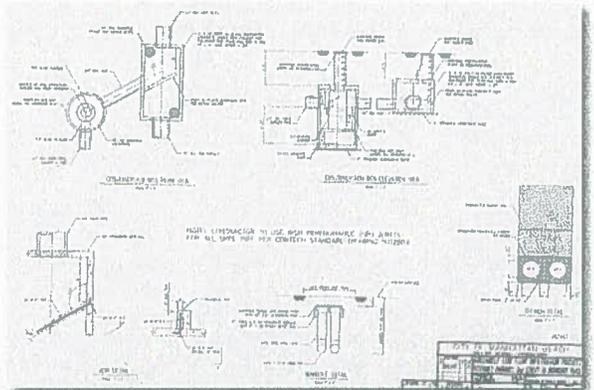
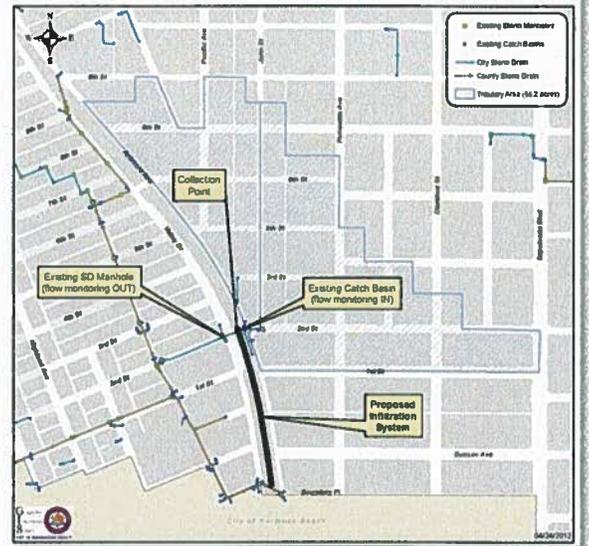
Veterans Parkway is a linear greenbelt parkway that runs through the Cities of Manhattan Beach and Hermosa Beach, between Valley Drive and Ardmore Avenue.

In order to better comply with increasingly stringent state water quality standards, the City is proposing to install a low flow infiltration system within the greenbelt. This will be accomplished by intercepting the City's existing storm water system at a nearby catch basin and diverting the flow into a new infiltration system starting at 2<sup>nd</sup> Street southward to Boundary Place. The improvements primarily consist of installation of 2,300 lineal feet of 24 inch perforated polyethylene pipe (1,150 ft. in "double barrel" configuration) with Crushed Aggregate Base (CAB) backfill, wrapped in geotextile fabric, then covered with compacted native soil under the existing greenbelt pathway. Once these improvements are installed, existing surface drainage will infiltrate into the system instead of carrying pollutants into downstream storm drains. The diversion structure includes an 8 foot x 16 foot x 16 foot cast-in-place concrete diversion weir box in series with a pre-fabricated Continuous Deflective Separation (CDS) unit. Excavation depths for the proposed improvements will vary from 12 to 15 feet, which will necessitate the utilization of engineered shoring throughout the project.

Veterans Parkway is heavily utilized for recreational purposes, is paralleled by the moderate to heavily travelled collectors; Valley Drive and Ardmore Streets, and is surrounded by residential uses. The Opal Robinson Elementary School is nearby the project limits as well.

The project was bid on August 9, 2012. The apparent low bidder is Blois Construction, which submitted a bid in the amount of \$538,738. The City anticipates awarding the construction contract at its September 18, 2012 City Council Meeting. The Contract Time stipulated in the bid documents is 70 working days. Allowing for the requisite time to process bonds, insurance, contract execution and coordinate the preconstruction meeting, the project is anticipated to start in mid to late October. The resulting calculated completion date would be in late January to early February, 2013.

### Greenbelt Low Flow Infiltration Detail City of Manhattan Beach





Construction Engineering for Construction of  
Greenbelt Low Flow Infiltration Project  
(Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

**Potential Construction Challenges:** APP Staff has reviewed the plans and specifications, and visited the project site. Several potential construction challenges, and AndersonPenna's approach to dealing with them to secure successful completion of the project, are detailed below.

**Safety:** First and foremost, APP always considers safety the most important issue on any construction project. APP managers and inspectors are at a minimum 10 hour OSHA certified. Our team will recommend key safety provisions to require the contractor to have competent safety personnel and site specific safety programs employed on the project at all times and will monitor the Contractor's operations for compliance with the project safety requirements and requisite provisions of State and Federal Law. As described in the project understanding section above, careful attention to proper shoring of excavations will be imperative. Security, Traffic and pedestrian controls will also require continuous scrutiny due to the nature of the project environment. APP's approach to safety on the project is further detailed in the scope of services section below.

**Public Relations:** As previously noted, the project is in a residential community and closely flanked by recreational uses, collector streets and an elementary school. The City has already taken a proactive step and included an allowance item in the bid to implement measures over and above the requirements of the Standard Specifications. The APP team is empathetic to the motorists, residents, and businesses that are affected by construction operations and we are well versed at mitigating such impacts throughout the construction process. We take a proactive approach to reach out to the public, resulting in the successful completion of public works improvement projects in close proximity to adjacent property owners. Strict adherence to allowable working hours, security, safety, noise and dust control requirements will be imperative to minimize impacts. The APP team will work proactively with the Contractor to establish APP's inspector as the primary contact for the public and distribute notices to the affected area. Public inquiries and complaints will be carefully listened to and documented. All inquiries and/or complaints will be addressed in the appropriate manner with prompt follow up to the originator. Any issues that cannot be quickly resolved in the field will be communicated to the City with recommended resolution alternatives, and implemented as directed by the City.

**Protocol and Communication:** Timely and concise communications are essential to the successful completion of any construction project. Protocol will be determined at the outset of the project and maintained for the project duration. Communications and correspondence will be handled in a professional and respectful manner. APP equips its CM team with the state of the art in electronic management hardware and software, such that electronic documentation is utilized for as much of the required documentation as possible. The APP CM team is well versed as the primary project contact, acting as the hub of communication with timely distribution of requisite correspondence and documentation to all respective stakeholders as applicable.

**Temporary and Permanent Utilities:** Early and continuous coordination with utilities is imperative to ensure timely availability of temporary and permanent services. APP has extensive experience assisting contractors in dealing with local utilities on complex utility coordination projects for other agencies as well as for utility agencies directly. The plans show existing irrigation, storm drain, Los Angeles County Flood Control District (LACFCD) asbestos pipe and LA County Public Works Department West Coast Basin Barrier Project electrical and telemetry conduits. Additionally, Veterans Parkway had a prior use as a light rail system right of way. Accordingly, APP's CM team will require that the Contractor proceed with



Construction Engineering for Construction of  
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extreme care, coordinate with utility owners throughout the project, monitor and document the location and proper protection of each existing utility in proximity to the proposed improvements.

**Storm Water Pollution Prevention Plan (SWPPP):** Notwithstanding that the specifications appear to be silent on the requirement for the preparation and implementation of a SWPPP, the project involves excavation and modification of storm drain facilities during the rainy season. Therefore water pollution and erosion control best management practices will need to be implemented and properly maintained throughout the project. The APP team is well versed at verifying best management practices and monitoring establishment, maintenance and modification of SWPPP / WPC measures on complex multi-phase projects. Should a SWPPP and Notice of Intent (NOI) application / permit be required, the APP team has acted as the data submitter for several local agencies, and implemented the NOI application, uploading of various reports and processing of the Notice of Termination.

**Substitutions and Submittals:** Timely procurement of materials and equipment for any building construction project is imperative. By submitting its bid, the Contractor is indicating it can successfully procure and construct the necessary components within the allotted time. APP CM Staff will assist the City to continuously monitor that the contractor submits each item in a timely manner. Responses will be clearly documented to note the contractor's failure to meet specification requirements, thereby maintaining as the contractor's responsibility meeting the contract completion deadline. Substitution requests will only be processed for consideration if the proposed substitution is essentially equal to the specified product, or a substantial savings to the City can be realized with little or no degradation to the quality or function intended for the specified item.

**Requests for Information (RFIs):** APP will receive review, expedite and process responses to contractor RFIs. Contractors typically utilize the RFI process to initiate changes on construction contracts. APP staff reviews all RFIs and clearly document that responses are clarification and that no additional cost or time will be considered. Should a response to an RFI appear to potentially impact cost or time, APP will identify and recommend implementation of the most cost and quality effective alternative to the City, and expedite implementation with the Contractor.

**Contractor's Representation:** Consistent and competent representation by the contractor is a key factor in the successful completion of any building project. The public works industry in Southern California is a haven for contractors that act as brokers, constructing projects using a small management staff and all else by subcontractors. While some are successful at this approach, the contractor's ability to maintain quality control is substantially lower in a low bid environment. APP CM staff work proactively and cooperatively with contractor staff to monitor proper supervision during construction operations.

**Change Management / Claims resolution:** APP will implement its time tested claims management process to minimize changes to the project and avoid claims such that the project can be quickly and successfully closed out. The basis for APP procedures is a well-organized documentation system, a keen understanding of the construction process, exceptionally qualified staff and fair and firm negotiations. The APP CM Team will not defer difficult issues and will process only change issues that have been analyzed and determined to have merit. Those items will only be recommended for consideration when the most reasonable cost and time have been negotiated and all alternatives to avoid the impact have been exhausted and/or resolved.



Construction Engineering for Construction of  
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(Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

## Approach and Scope of Services

**Approach:** The APP CM and inspection team firmly believes that the key to a successful project is more than just performing tasks outlined in a scope of work. Any competent team can follow a set of written guidelines. The key to a successful project is performing each task with a realistic and clear understanding of what the real intent of the project is and constructing the final product with a "win-win" attitude.

Management of public construction projects requires a proactive approach with talented staff. APP owes the successful completion of hundreds of client projects to our ability to find and maintain excellent professional staff, and our dedication to organization, documentation and the proactive management of the construction process. Our keen understanding of, and experience with the public process and public construction contract administration results in a smoother project experience. Our team's experience and our proactive approach enable APP to stay ahead of the contractor and maintain the project on track for successful completion, on time and within budget.

The APP CM approach starts with the end in mind. The end being a quality project delivered safely, on time and within budget. APP delivers construction management systems and procedures developed by construction managers. These tools are scalable and customized to best fit client's project need and budget, and to integrate with the City's way of doing business. From simple, time-tested forms and procedures to the state of the art in CM and web-based systems, APP delivers small and large projects on-time and under budget, while keeping our Client up to date on a "real-time" basis.

**General Scope:** APP accepts the scope of services stipulated in the RFP, which is repeated below. Also included below is APP's detailed approach to delivering the scope of services.

- Meet with the City staff to review scope of work
- Lead pre-construction conference; submit attendance records and conference minutes
- Contractor / subcontractor submittal approval
- Provide full-time construction inspection
- Daily and weekly reports
- Contract item pay quantity documents / progress pay estimates
- Process change orders / extra work reports (if necessary)
- Construction observation and general construction administration (includes work area safety, traffic / pedestrian safety, storm water pollution prevention)
- Monitor project schedule
- Monitor shoring
- Monitor construction survey (provided by Contractor)
- Maintain project files
- Prepare punch list
- Confirm project final inspection
- Maintain record drawing documentation

APP will serve as the City's representative and liaison with the City Project Manager and City Engineer, as well as, the Contractor during the construction of the project. Prior to the pre-construction meeting,



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APP will review and be knowledgeable of the contract documents, as well as, be knowledgeable of existing site and conditions. Typical scope activities delivered on public works projects are as follow:

Preconstruction Conference: APP will coordinate and conduct the Pre-Construction Meeting. This will include notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. The agenda and minutes typically include the following items:

- Introductions of key personnel
- City responsibilities
- Safety
- Project Overview
- Confirmation of fully-executed Contract Documents and Notice to Proceed
- Establishment of Contract Time and Completion Date
- Review of Working Day definition and holiday schedule
- Common overall project goals will be identified
- Chain of communication & key contacts
- Public Relations
- Scope review and clarification
- Critical design elements, schedule and cost factor review
- Past project experience discussion for implementation of lessons learned
- Jurisdictional agencies and the Contractor
- Baseline schedule
- Integration of utility coordination activities into schedule
- Sub-contracts
- Documentation and tracking controls
- Change order procedures
- Scope, schedule and cost change administration, notification requirements & controls
- Submittal and RFI Process
- Identify long lead and any substitution and or-equal items
- Inspection & testing – call-out requirements and deputy/special & testing requirements
- Progress payment procedures
- Labor compliance
- Rights-of-way / easements and special access considerations
- Placement of signs
- Questions and answers
- Action item assignments

Pre-construction meeting and periodic site coordination / progress meetings (if required) minutes will be distributed via email to meeting participants and to courtesy recipients identified by the City.

Safe Conditions: APP will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the Contractor in compliance with the contract documents and report such issues and corrective measures taken to the City. As described in the project understanding section above, careful attention to proper shoring of excavations will be imperative. The project is located in an area with very sandy soils. APP's CM team is very familiar with



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proper shoring requirements in such soil conditions and will insist on proper shoring design and calculation submittals in advance of mobilizing shoring materials and equipment. APP will verify Contractor personnel competent person certifications, inspect shoring materials and equipment for concurrence with the approved submittal and monitor proper installation, ingress / egress measures and proper care during installation and removal operations. The project will require excavation in a heavy pedestrian / recreational corridor in close proximity to a school. Appropriate safety and security measures will need to be implemented to ensure non-construction personnel are not able to access ongoing construction areas, especially open excavations.

One of the most pervasive job hazards across all public works projects is construction adjacent to live traffic lanes and pedestrian walkways / paths. APP inspectors are intimately familiar with monitoring and enforcing proper traffic controls per the WATCH Handbook, MUTCD and/or project specific Traffic Control / Traffic Handling / Detour plans. Special attention is given to interfaces with pedestrians. Inspectors drive and/or walk the project limits at the start, during and before leaving the site each day to monitor proper, and/or require corrections to the required traffic control and/or pedestrian safety measures.

Quality Assurance: APP will enforce the quality assurance plan, in conformance with the City's Quality Assurance Manual, or as developed by APP and the City for the specific needs of the project. APP will perform and/or coordinate QA/QC activities on a daily basis and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The APP Inspector will be present on site full time whenever work is proceeding to verify construction progress and to monitor and document that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. The APP Team will monitor testing services, track documentation and review testing results. APP CM staff will also review test reports (certificates of compliance) submitted by others to substantiate compliance and ensure that certificates of compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site. When necessary, corrective measures will be implemented and re-inspected / re-tested to verify acceptable completion. APP will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

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

Photographs: APP CM and Inspection staff will prepare and maintain an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction and upon completion of the project.



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Weekly Reports: APP will prepare a weekly report which will include the following information:

- Weekly Statement of Working Days, as submitted to the Contractor
- Summarized report of construction activities including significant events and accomplished goals
- Daily Construction observation reports
- Description of progress with photos to enhance the descriptions
- Comparison of Actual vs. Planned Progress, with commentary on measures being implemented to expedite lagging activities
- Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- Potential Change Order(PCO) Log
- A QA/QC testing and inspection summary

Utility Coordination: APP assists the contractor in dealing with local utilities to coordinate and expedite temporary and permanent utility installations, utility relocations utility access structure adjustments, etc.

Submittal Processing: The CM will track all correspondence and submittals on this project. APP will receive all Contractor submittals and review them for completeness and general conformance with the contract documents. All shop drawings, samples and other submittals received from the Contractor will be logged in and routed to the City and the Architect. Responses will be logged in and transmitted to the Contractor. Submittals will be tracked throughout the project to ensure timely response in order to avoid Contractor claims for delay. All Submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, APP will recommend key contractual requirements for the Contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions.

RFI's: Upon receipt, the CM team will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, in the event that the design engineer or the City staff are required to answer questions, the project manager will coordinate a timely resolution. APP will identify potential impacts to cost or time that may result due to issues identified in RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

Document Tracking System: Complete and current project files shall be kept at the job site, or at a location agreeable to the City, and shall be available to the City at all times. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims inspection reports, test reports, etc. The APP project controls system includes a detailed file indexing system for all project hard files. APP has already developed customized forms, reports database structure, and work breakdown structure, well suited for typical public works projects. We will adapt our system to the specific needs of the project, to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule.



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The table below illustrates the typical deliverables that are implemented on APP CM projects:

Item	Method	Frequency
Correspondence	Outlook, Word, Speed Memos	Daily/Continuous
Project Documentation	Hard Files and Electronic Files	Daily/Continuous
Submittals	Reviews – Word, Log – Excel	Daily, as required. 72 hr turnaround
RFIs	Responses – Word, Log – Excel	Daily, as required. 72 hr turnaround
Progress Payments	Excel	Measurements – daily. Quantity Measurement Report - Monthly
Inspection Reports	Word	Daily
Weekly Reports	Word / Excel	Weekly
Public Relations Inquiries	Log – Excel	Daily, as required
Photos	Explorer	Daily (detail) Weekly (vantage)
Project Contacts	Outlook & Excel	Daily
Project Calendar	Outlook	As required
Meetings	Word & Outlook	Pre-con and as required

**Schedule Review:** APP is intimately familiar with main stream scheduling software utilized by the public works contracting industry. The APP CM will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The CM team will evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail – including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float

The schedule will not be recommended for approval as the baseline until all discrepancies are resolved.

**Schedule Control:** During the progress of construction, the APP CM team will compare the contractor’s monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the Contractor to keep the Project Schedule on track. A look ahead will be required from the contractor, updated and submitted weekly. This tool will keep the entire team looking one-month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, APP will negotiate time extensions due to change orders or other delays.

**SWPPP / Water Pollution Control:** APP CM & inspection staff will enforce all provisions of the Storm Water Pollution Prevention Plan and/or other requisite requirements set forth in the specifications. APP CM staff is well versed in SWPPP monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. Water pollution control requirements will be monitored and a checklist will be compiled. Any deficiencies noted will be addressed with the



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contractor for immediate remedy. Upon a weather report of expecting rain, a site walk will be conducted to ensure that proper BMP measures are in place and well maintained. Additionally, if desired by the City the APP team can be assigned as the data submitter for the project to implement the Notice of Intent (NOI) application, uploading of various reports and processing of the Notice of Termination (NOT) on the SMART website.

**Change Management:** APP will establish, implement and coordinate systems for consideration, negotiation, processing and implementation of change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time will generate a uniquely numbered potential change order (PCO). The CM will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor. Any credits for work deleted as a result of the change will be required at this time as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness. The CM will maintain a Trend Log, listing potential changes as identified, either formally or informally. This Trend Log shall be used such that potential change items are not overlooked or deferred until the end of the job. APP will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the CM will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the CM Team will expedite and review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

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

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

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

**Plans, Specs and As-Builts:** APP will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items and require the Contractor to keep as-built records up to date throughout the project. APP CM staff keeps its own set of as-built plans which will note the location of subsurface utilities encountered and / or installed, identify where any design or field changes were required (utilizing the corresponding RFI and / or change order numbers) and note the location of



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critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted the City.

Close-out documents: APP staff will enforce the provisions of the specifications to require and expedite the Contractor to submit well coordinated operations and maintenance manuals, warranties & guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. APP will perform closeout duties including final organization of project files and submit to the City for final approval, and assist with the filing of the notice of completion and release of retention.

Pre-Final Inspection: The Construction Manager and Inspector will coordinate with appropriate project stakeholders, perform the final job walk and prepare the punch-list (deficiency list). APP will coordinate, expedite and observe completion of required corrections.

Final Inspection: Satisfactory completion of all punch-list items are verified before APP recommends processing of the "Notice of Completion". APP is noted for our attention to detail. Not only have we excelled at closing out our own projects, but we have been requested by our public agency clients to close out problem projects where our services were not initially utilized.

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

Post Construction Support

APP can assist the City with resolution of post construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner, etc. on a time and materials basis upon the City's request.



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## **Proposed Staff**

### **Resumes**

Following are resumes of the key personnel proposed for this project.



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**Dino P. D'Emilia, PE**

Principal-in-charge

Mr. D'Emilia brings 28 years of project and construction management experience as well as civil engineering on a wide array of public works projects. Several projects detailing his relevant experience are:

**Tree Section Street Rehabilitation, City of Manhattan Beach, CA:** Project Manager for delivery of construction management services for this \$1.5 million street reconstruction project in a high end, high profile neighborhood.

**Del Amo Boulevard Extension Project, T-30 – Phases 1 & 2, Torrance, CA:** During Phase 1, Project Manager, supervising consultant inspector under contract with City. Assisted City staff on various construction issues that arose during the successful delivery the \$1.5 million reroute of two water and two sewer pipelines to accommodate Phase 2. For the \$15 million, federally funded Phase 2, served as the Construction Contract Administrator overseeing construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, 18 inch to 14 inch storm drain improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities.

**Zumirez Drive Realignment, City of Malibu, CA:** Project and Construction Manager for the design and construction of the realignment of Zumirez Drive at Pacific Coast Highway. The project consisted of abandoning an existing section of roadway and replacing a new curved section to provide a safe, aligned intersection. The project included new traffic signals, new roadways using rubberized asphalt, decomposed granite walkways, ADA ramps and striping, utility relocations and close coordination with Caltrans, the City of Malibu and transit operators.

**Pier Avenue Improvement Project, Hermosa Beach, CA:** Construction Manager performing bidability/constructability analysis and project phasing/constraints specifications and bid phase services for this \$4 million downtown streetscape project. Reviewed plans for constructability and took the lead to draft and issue addenda to the bid documents in response to bidder questions and revisions identified by the City and the constructability review. Assisted the City with updating front-end bid documents for compliance with federal ARRA/State Water Boards requirements. Expedited design firm's provision of revised plans and specifications and coordinated expedited printing, email and hard copy delivery and receipt confirmation of addenda. Coordinated and chaired the pre-bid meeting, compiled detailed bid analysis and provided assistance with recommendation for award of the construction contract and expediting of the contract execution process.

**Education**

BS/1991/Civil Engineering,  
Northeastern University

**Professional Registrations**

1996/PE/CA #55453

**Professional Affiliations**

APWA So. CA Chapter - 2011  
President

City and County Engineer's  
Association

CMAA

ASCE

**Honors and Awards**

Top Leader - Private Sector,  
APWA So. CA Chapter, 2004

President's Chapter Service  
Award, APWA So. CA Chapter,  
December, 2004

Chi Epsilon, 1990-present

**Experience**

Entered the profession in 1983



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**Jaime Engler, PE**  
Construction Manager

Mr. Engler has more than 15 years of design, project, and construction management experience in public works, freeways, traffic and lighting, and bridges. He has experience with federally funded projects from design RFP through project completion. He is an experienced construction manager, and has been responsible for oversight of inspectors and coordination with multiple jurisdictions and utilities. Several projects detailing his relevant experience are:

**Circle Way Storm Drain, City of Laguna Beach, CA:** Construction Manager and Office Engineer responsible for document control, QA/QC, overflow inspection, and managing the submittal, change order and request for information process for this project that includes a 60-inch diameter storm drain outlet, structural concrete access stairway to the coast, nuisance water diversion/CDS facility, relocation of 8-inch sewer, and landscape irrigation/electrical. The project requires coordination with the City, permitting agencies, the contractor, and the City's design engineer.

**Del Amo Boulevard Extension Project, T-30 – Phases 2, Torrance, CA:** Project Controls Engineer responsible for providing submittal, change order, and engineering review as part of the construction management team for construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities. The estimated construction cost is \$15M and is partially funded by the American Recovery and Reinvestment Act (ARRA).

**Jamboree Road Bridge Widening over SR-73, Newport Beach, CA:** Office Engineer for this project that includes widening of the west side of Jamboree Road, widening of the existing Jamboree bridge over SR-73, construction of retaining walls and a stairway adjacent to Back Bay Court, traffic signal and signing modifications, reconstruction of raised medians, landscape and irrigation improvements, modification and/or protection of existing utilities, construction of full width bridge approach slabs, and storm drain modifications. Work performed in accordance with Caltrans standards and LAPM, with Caltrans oversight.

**Glenneyre Parking Structure Rehabilitation, City of Laguna Beach, CA:** Construction Manager for the construction of structural strengthening of this existing parking structure. Improvements include placing new piles and concrete shear walls and FRP overlays on existing columns.

**Education**

MS, Civil Engineering Emphasis in Construction Engineering, and Project Management, CSU Fullerton, 2001

BS, Civil Engineering, CSU, Fullerton, 1999

AS, Mathematics and Computer Aided Drafting & Design, Santa Ana Community College, 1996

Bilingual: English/Spanish

**Professional Registrations**

2006/PE/CA #C69858

**Professional Affiliations**

American Public Works Association (APWA)

Construction Management Association of America (CMAA)

**Honors**

MESA Engineering Program (MEP) Scholarship Recipient, Fall 97, Fall 98, Fall 2000

National Hispanic Scholarship Recipient, Spring 99, Spring 2000, SE & CS Recipient, Fall 98

**Years of Experience**

Entered the profession in 1997



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**City of Indio, Engineering & Public Works — Facilities Management Division:** Principal Civil Engineer/Construction Manager. Responsible for the Contract Administration and Inspection of Capital Improvement Projects (CIP). Projects included street improvements, traffic signals, bridges, sidewalks, ADA improvements, water lines, storm drains, asphalt overlays, freeway interchanges, and utility coordination. High Profile projects completed include a 5.2 MG reservoir, Senior Center and Corporate Yard buildings.

**GMR (Granite-Myers-Rados Construction), SR-22 Freeway Construction Project:** Project Engineer/Assistant Construction Manager. Responsible for RFI processing, Shop Drawing Review, Submittals, Scheduling, Administration, Change Order Pricing and related support in the Central Engineering Branch. This work involves processing Submittals, Quantity Take-offs, Coordinate subcontractors, Coordinate field crews, Prepare working drawings, Process and Review pay applications, Scheduling, and managing all aspects of Construction Administration in Highway Construction Engineering.

**Los Angeles County Dept. of Public Works, Construction Division:** Principal Civil Engineering Assistant/Construction Manager. Responsible for the Administration and Inspection of Public Works Construction contracts. This work involved managing projects through advertisement, Bid opening, Award, Construction, and Final Acceptance, including construction management, scheduling, submittal review, utility relocations, and community relations responsibilities.

**Los Angeles County Department of Public Works, Project Management Division:** Sr. Civil Engineering Assistant/Project Manager. Duties included coordination and management of the planning, design, and construction of County Capital projects, such as earthquake retrofit projects, building repairs, additions and alterations of parking structures. Primary tasks were the development and management of the project scope, budget, and consultant contracts. Checked for periodic update of total project cost estimates, and scheduling. Worked closely with client Departments and CAO to establish project requirements, and managed the progress of the project team to ensure these criteria are met.



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**Tom White**  
Inspector

Tom brings over 39 years providing inspection and construction management services on public works, heavy civil and building facility projects to Southern California local agencies. Several projects detailing his relevant experience are:

**Relevant experience includes:**

**LA County Flood Control District, LA County Road Department and the Culver City Redevelopment Agency.** Inspector on various public works projects ranging in value from \$200,000 to \$2 million. Duties included monitoring the installation of construction signage, lane closures, catch basins and RCP storm drain laterals, removal and replacement of existing roadway section to subgrade, removal and replacement of concrete improvements, the installation of traffic signals and highway safety lighting, and irrigation and landscaping.

**Beverly Boulevard, Fairfax Avenue, Third Street and Hollyhills Drain Reinforced Concrete Box Storm Drains, Los Angeles, CA.** Inspector on various major storm drain improvements valued at over \$33 million, on an "as needed" basis. These LA County Flood Control District (now LACDPW) projects, sequenced over a period of 10 years, involved the installation of Reinforced Concrete Box culverts and large diameter RCP in arterial streets in the Fairfax district. Duties included monitoring of construction signage, detour/construction warning signs, and K-rail placement per approved traffic control plans; drilling and installation of soldier beam and solid sheet shoring system; trench excavation; rebar and concrete placement for the invert, walls and deck of the RCB culvert; structural backfill and compaction after the box had cured and the shoring had been removed; restoration of existing pavement, concrete improvements, and landscaping.

**Waterline and Roadway Improvements, Lomita, CA.** Inspector responsible for of a \$4 million waterline and roadway improvement project. The project included 6" to 12" ductile iron waterlines, copper services and water meters, and fire hydrants on six residential streets. Following the waterline installation the streets were reconstructed from curb to curb, including stabilization of base and placement of a new A/C Paving section. Responsibilities included typical inspection and project documentation duties as well as change order documentation, tracking quantities of work performed for progress payments, issuing project directives, coordinating with testing and city personnel, onsite public relations, and project closeout.

**Various Streets, Pipelines, Utilities, and Landscaping Projects, Bell, Commerce, Culver City, Cudahy, El Segundo, Maywood, and Santa Monica, CA.** Inspector on a wide variety of civil projects ranging in value from \$200 to \$2 million in cities southeast of downtown LA and on the Westside near Los Angeles International Airport. The street improvement projects included minor arterial streets and heavily

**Education**

Certificate in Construction Management/ 1999/ California State University-Dominguez Hills

BA/Mathematics/1973/ University of Vermont, Burlington

AS/Mathematics and Computer Aided Drafting & Design/ 1976/ Santa Ana Community College

**Years of Experience**

Entered the profession in 1973



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travelled boulevards. The projects consisted of removal and replacement of the existing roadway section and concrete improvements; earthwork; aggregate base materials; installing new concrete improvements (curbs, gutters, sidewalks, driveway approaches, bus pads, etc.); PCC or AC paving; striping and pavement markings; saw cutting and rewiring of traffic signal loops; and installation of median and roadside irrigation and plantings.

**Madrona Lateral Reclaimed Waterline, US Army Corps of Engineers and West Basin Mutual Water District, Torrance, CA.** Inspector on the \$10 million installation of 4 miles of 24" diameter CCCML steel reclaimed water line on Crenshaw Blvd. for WBMWD and the Army Corps of Engineers. Duties included monitoring of construction signage and message boards; set up of detours per City approved plans including re-striping of roadways and K-rail placement; jacking steel sleeve beneath railroad tracks and the installation of carrier pipe; backfill and compaction of trenches; replacement of PCC and/or AC pavement.

**Utility permit inspection, Santa Monica, CA.** Inspector monitoring the installation of wet utilities (water mains and services, sewer mains and laterals); dry utilities (PVC conduits for Edison, Verizon, Time Warner Cable, and various fiber optic networks); and gas piping by Southern California Gas Co. in the public ROW.

**South County Pipeline Project, Metropolitan Water District, Mission Viejo, CA.** Construction Manager for the installation of 5 miles of 67" diameter CCCML steel water transmission pipe. Prepared submittals, generated CPM schedule, created Schedule of Values, set up and maintained project logs (RFI, COR, etc.), and acted as onsite contractor quality control (CQC).

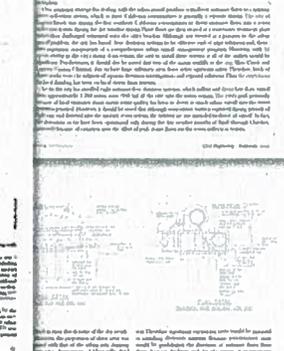
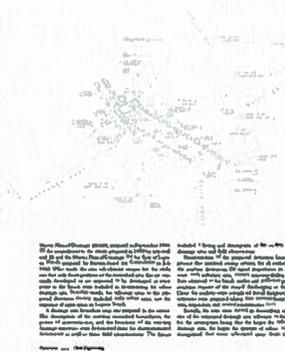
**Fire Station No. 2, El Segundo, CA** Construction Manager for a new, \$2 million, two story 14,000 SF, gold LEED certified fire station and training facility for El Segundo Fire Department. The station included an apparatus bay with a vehicle exhaust system for up to six units, ten dorm rooms, modern kitchen, communications rooms, day room, offices, workout room, breathing apparatus fill room, Teleque alerting system, and a three story training tower. Responsible for daily contract administration and management of submittals, RFI's, ASI's, field memos, chairing weekly progress meetings and generation of the minutes, daily and weekly progress reports, coordinating inspections by city personnel and deputy inspectors.

**Alameda Corridor Transportation Authority, Los Angeles, CA.** Permit Inspection for Los Angeles County Department of Public Works.



## Experience on Similar Projects

**A** lot of construction projects require some special attention to detail. The City of Manhattan Beach is no exception. The City's commitment to environmental protection and public safety is a top priority. The City's commitment to environmental protection and public safety is a top priority. The City's commitment to environmental protection and public safety is a top priority.



**W**ater is a precious resource, and it's important to ensure that it's protected. The City of Manhattan Beach is committed to protecting its water resources. The City's commitment to environmental protection and public safety is a top priority. The City's commitment to environmental protection and public safety is a top priority.

# Construction Engineering for Construction of Greenbelt Low Flow Infiltration Project (Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

## STORM-WATER STRATEGY

The methods that engineers have used to manage the urban runoff problem along the 1 1/2 miles of Laguna Beach, California, may serve as a blueprint for other municipalities confronting similar concerns.

By David Wilkins, P.E., and Dale W. Patten, P.E.

**W**ater is a precious resource, and it's important to ensure that it's protected. The City of Manhattan Beach is committed to protecting its water resources. The City's commitment to environmental protection and public safety is a top priority. The City's commitment to environmental protection and public safety is a top priority.

The methods that engineers have used to manage the urban runoff problem along the 1 1/2 miles of Laguna Beach, California, may serve as a blueprint for other municipalities confronting similar concerns.



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## Capital Improvement Program & Construction Management City of Laguna Beach, CA:

### Team members:

AndersonPenna Partners, Inc.

Dino D'Emilia, P.E., Construction Manager/Project Controls

Jaime Engler, P. E., Construction Manager

### Project description and location:

On-call staff engineering, construction management and inspection for over \$10 million of multiple CIP Projects, including:



- Circle Way Storm Drain, Low Flow Diversion CDS Unit, Water and Sewer Pipeline Replacement
- South Laguna Streetscape (TEA Grant)
- Gleneyre Parking Structure Rehabilitation
- Fire Station 2 Renovation
- Fire Station 4 Window Replacement
- Lang Park Renovation
- City Hall Re-roofing
- City-Wide Energy Efficiency Program
- Fire Station 4 Emergency Generator

Responsibilities include in house Project Management, preparation of PS&E, oversight of the environmental compliance process, federal funding compliance, funding administration (including ARRA and Clean Beaches Initiative (CBI) funding), Council / commission reports and meetings, design, construction management and inspection.



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**Del Amo Boulevard Extension, Phase 2, City of Torrance, CA:**

**Team members:**  
AndersonPenna Partners, Inc.

Dino D’Emilia, P.E., Contract Administrator, QA and Project Controls Manager  
Jaime Engler, P. E., Office Engineer

**Project description and location:**



Construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes:

- 1,800 LF 18” RCP Storm Drain
- 1,600 LF 24” to 45” RCP Storm Drain
- 4 new and/or upgraded traffic signals
- 4,000 feet of street light conduit and wire
- New elevated fire hydrants
- Recycled water irrigation system
- A new bridge over the BNSF Railway’s mainline tracks
- MSE retaining walls
- Drainage improvements
- Relocation of a railroad spur track
- Reconstruction of affected off-site facilities
- Coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities.

The estimated construction cost is \$15M and is partially funded by the American Recovery and Reinvestment Act (ARRA), Regional Surface Transportation Program (RSTP) funds, as well as MTA and local funding sources.

**West Branch Greenway Landscape Improvements, City of Bellflower, CA**

**Team members:**  
AndersonPenna Partners, Inc.

Dino D’Emilia, P.E., Contract Administrator, QA and Project Controls Manager

**Project description and location:**



Civil and landscaping project that bisects the City diagonally following an abandoned railroad right of way through varying densities of residential, equestrian, park, retail, restaurant and commercial uses. The project is wholly-funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA and Chapter 16 of the Caltrans Local Assistance Procedures Manual.



Construction Engineering for Construction of  
Greenbelt Low Flow Infiltration Project  
(Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

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**Downey Avenue Pavement Rehabilitation, City of Bellflower, CA**

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**Team member:**

AndersonPenna Partners, Inc.

Dino D'Emilia, P.E. , Construction Manager,

**Project description and location:**



\$360,000 ARRA funded project to resurface of Downey Avenue from the South city limit to the North city limit. The improvements consist of a grind and overlay of an arterial highway 60 feet wide and 3,966 feet long. A double encroachment permit for work on the SR 91 on and off ramps required substantial coordination Caltrans. Improvements also included reconstruction of curb ramps, construction of a concrete truck pad at, replacement of vehicular detection loops, and installation of new bicycle detection loops. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA and Chapter 16 of the Caltrans Local Assistance Procedures Manual.

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Construction Engineering for Construction of  
Greenbelt Low Flow Infiltration Project  
(Veteran's Parkway: 2<sup>nd</sup> Street to Boundary Place)

## Cost Proposal

The estimated fee for the requested services is detailed below.

Manhattan Beach Construction Engineering Services for Construction Greenbelt Low Flow Infiltration Project (Veteran' Parkway: 2nd Street to Boundary Place)					
TITLE	HRS / DAY	DAYS	Total Hours	RATE	AMOUNT
Principal Project Manager	0.25	85	21	n/c	\$0.00
Construction Manager	1.0	85	85	\$ 128.00	\$10,880.00
PW Inspector (Construction duration)	8.0	85	680	\$ 88.00	\$59,840.00
<b>SUBTOTAL:</b>					<b>\$70,720.00</b>
OTHER DIRECT COSTS					
General Reimbursables (allowance)					\$1,500.00
<b>SUBTOTAL:</b>					<b>\$1,500.00</b>
<b>TOTAL PM/CM SERVICES:</b>					<b>\$72,220.00</b>

### BASIS / ASSUMPTIONS

The estimated fee is based on full time inspection services over the 70 working day construction contract as stipulated the RFP and an allowance of 2 hours per day for a licensed CM to provide contract administration, engineering and management support.

### EXPENSES AND OUTSIDE SERVICES

Other Direct Costs: Identifiable non-salary costs that are directly attributable to the project such as cell phone and vehicle mileage are included in the rates and fee above. A general reimbursable allowance is included for special project expenses such as oversized document reproduction costs, overnight postage / couriers, special supplies, tools, subconsultant services etc. Such extraordinary expenses will not be billed to the Client unless specifically requested and approved by the Client in writing prior to incurring the expense, then are billed at cost plus a 10% fee.

Inspection Overtime will be charged at 1.4 times, and Sundays and holidays, 1.70 times the above rates, A 4 hour minimum callout charge applies for inspection services.

### PAYMENT TERMS

Invoice payments are due within 30 days of receipt of invoices.

### EXCLUSIONS TO SCOPE AND FEE:

- Legal advice
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Building Code Inspection
- Specialized Software (other than MS Office Suite & MS Project)
- Surveying
- Design services and responsibilities
- Materials, soils and/or hazardous materials testing or monitoring
- Construction Labor, Materials and/or Equipment
- Copies of plan and specifications or other oversized drawings
- Work hours/level of effort over and above those included in this proposal for work not covered by this proposal or for delays to the contract time beyond the scope and control of APP.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2012

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 10550  
Santa Ana, CA 92711-0550  
714 427-6810

**INSURED**  
AndersonPenna Partners, Inc.  
20280 Acacia Street, #100  
Newport Beach, CA 92660

**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>	<b>NAIC #</b>
INSURER A: <b>Travelers Property Casualty Co</b>	<b>25674</b>
INSURER B: <b>U.S. Specialty Insurance Compan</b>	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6803052L77A <b>General Liab.</b> excludes claims arising out of the performance of professional services.	08/01/12	08/01/13	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 - COMP/OP AGG	\$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <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	BA3053L556	08/01/12	08/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP6874Y728 <b>Umbrella Form Excludes Prof'l Liability</b>	08/01/12	08/01/13	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3708T659	06/01/12	06/01/13	<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		<b>OTHER Professional Liability</b> Retro: 8/1/2005	USS1223133	08/01/12	08/01/13		\$1,000,000 per claim \$2,000,000 annl aggr. \$35,000 Ded. per claim

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

Re: Greenbelt-AP Inspection.  
 CITY, its employees, officials and agents, are additional insured as respects to General and Auto Liability as required by written contract. Primary and Non-Contributing coverage, Waiver of Subrogation applies to GL as required by written contract. Waiver of Subrogation or Rights applies to (See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Manhattan Beach  
 Attn: Michael Guerrero  
 1400 Highland Ave.  
 Manhattan Beach, CA 90266

**CANCELLATION 10 Days for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ADVISE BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS SHOWN ON THIS CERTIFICATE~~  
~~BY MAIL TO THE ADDRESS SHOWN ON THIS CERTIFICATE~~  
~~BY MAIL TO THE ADDRESS SHOWN ON THIS CERTIFICATE~~  
 AUTHORIZED REPRESENTATIVE  
*Rafaela Connel*

## DESCRIPTIONS (Continued from Page 1)

Workers Compensation policy only as required by a written signed contract prior to any loss occurring.

**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.

AndersonPenna Partners, Inc.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

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

POLICY NUMBER: UB3708T659

**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: Michael Guerrero  
1400 Highland Ave.  
Manhattan Beach, CA 90266

**Job Description:**

"Any person or organization for which the Insured has completed a written agreement to provide this waiver"

DATE OF ISSUE: 06/01/12