



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Troy Spayd, Assistant Public Works Director/Assistant City Engineer

Reviewed by: Rob DuBoux, Public Works Director/City Engineer

Approved by: Steve McClary, Interim City Manager

Date prepared: June 22, 2021 Meeting date: July 12, 2021

Subject: Professional Services Agreement with m6 Consulting, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute Professional Services Agreement with m6 Consulting, Inc. (m6) for engineering design services for disaster projects in an amount not to exceed \$310,285.

FISCAL IMPACT: Funding for this agreement was included in the Adopted Budget for Fiscal Year 2021-2022 in the various Disaster Capital Improvement Projects (CIP) including Latigo Canyon Road Retaining Wall (102-9207), Encinal Canyon Road Drainage Improvements (102-9213), Westward Beach Road Shoulder Repairs (102-9216) and Malibu Road Drainage Repairs (102-9215). Design and engineering services are eligible expenditures under both the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES). The City is responsible for 6.25% of any FEMA project and 25% of CalOES projects.

WORK PLAN: This item was included as items 2.c, 2.h, 2.k, 2.m, 2.n and 2.o in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: On November 9, 2018, the Woolsey Fire burned throughout Malibu causing excessive damage to homes, businesses, and public infrastructure. Federal Declaration was issued for damages sustained by the Woolsey Fire that allowed the City to apply for funding to assist in repairing damages to retaining walls along Latigo Canyon Road and to walkways in the Point Dume neighborhoods and Malibu Park neighborhoods. The State also declared a State of Emergency for damages sustained by the Woolsey Fire and the Winter Storms 2018-2019 allowing the City to apply for funding to assist in the repairs to drainage infrastructure along Encinal Canyon Road,

shoulder repairs caused by erosion on Westward Beach Road and damage to an existing shoulder and beach embankment on Malibu Road.

On April 20, 2021, the City issued a Request for Qualifications/Proposals (RFQ/P) for engineering design services for disaster projects because of the Woolsey Fire and Winter Storms 2018-2019. On May 20, 2021, the City received two (2) proposals and on June 2, 2021, the following firms were interviewed:

- m6 Consulting, Inc.
- Dudek

These projects will require processing and coordination with multiple agencies, and this can be extremely time consuming and complicated. The projects will be most successfully completed if the designs and coordination with those agencies are done by expert professionals with experience with the local agencies as well as understanding the local environmental and structural challenges for these projects. The consultants interviewed both have knowledge and experience working with the agencies needed for these projects, however, m6 is a local firm and exhibited more local knowledge of the nuances needed to complete these projects. They also have a stronger resume for structural engineering, which will be important for the projects that have some challenges relating to failed structural walls or roadways.

Staff recommends m6 as the more qualified consultant to provide engineering design services for the City's disaster projects.

ATTACHMENTS: Professional Services Agreement with m6 Consulting, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of July 12, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and m6 Consulting, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating engineering design services for disaster projects.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on July 12, 2021, and will remain in effect for a period of 3 years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit A, "Scope of Work", and cost schedule "Exhibit B" for a total not to exceed \$310,285. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered

against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary Interim City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Robert P Woodward Principal M6 Consulting 4165 E Thousand Oaks Blvd, Ste. 355 Westlake Village, CA 91362 (805) 379-1015
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission

Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of July 12, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, Acting City Clerk
(seal)

CONSULTANT:

By: Robert Woodward, PE
Title: Principal

APPROVED AS TO FORM:

JOHN COTTI, Interim City Attorney

EXHIBIT A

SCOPE OF WORK

The Consultant shall provide all professional services described herein below.

Task 1 – Data Collection, Topographic Survey and GIS Maps

1.1 Data Collection

The Consultant shall collect and review relevant data to support the project. The consultant shall obtain available records from the City and request additional utility information from those utility companies. Consultant shall also seek additional as-built documents from the County, State or other governmental agencies.

Deliverables:

- *Utility request and maps*
- *Relevant as-built documents*

1.2 Topographic Survey and GIS Maps

If needed, the Consultant shall prepare a topographic survey for the elevation and design of the project. The Consultant shall also prepare project location maps and relevant data to place on the City's GIS platform.

Deliverables:

- *Topographic survey including all AutoCAD*
- *GIS project data and maps*

Task 2 – Project Management, Quality Control/Quality Assurance, and FEMA/Cal OES Documentation

2.1 Project Progress Reports and Schedule

Schedule, status reports, and budget updates will be provided monthly. Monthly project status reports will be used to communicate progress on the project, upcoming work activities, and to identify and resolve project issues. CONSULTANT will furnish monthly progress reports to the City. These reports will include:

- **Progress Report** - A narrative progress report of specific accomplishments during the reporting period, project decision log, and work scheduled for the next reporting period.
- **Cost Report** - A report that shows the current period and accumulated expenditures to date by subtask, the approved not to exceed fee, remaining fee, percent completion, and a comparison of the latter two to show variation.
- **Schedule Summary** - The summary will include a description of known or possible impacts on the schedule, a presentation of deliverable submittal dates and a one-

month table of upcoming events (e.g., meetings and deliverables). The schedule summary will be updated monthly.

- Invoices - Invoices by task, showing hourly expenditures to the subtask level (e.g. Subtask 2.1) and by individual.

Deliverables:

- Project Progress Reports and Schedule updates (hard copies with invoice and/or electronic copies via email)

2.2 Project Status Meetings

The Consultant shall prepare and conduct project status meetings with the City at regular intervals throughout the project.

Deliverables:

- Meeting agendas, materials, and meeting notes
- Action item list

2.3 Project Management

The Consultant shall provide project management to lead and coordinate project team, communicate information, perform the work, produce deliverables, and to control project costs and schedule performance.

Deliverables:

- Project meetings, agendas, and minutes, as needed.

2.4 Quality Control / Quality Assurance

The Consultant will implement its quality assurance and quality control program, which includes a senior level review of project deliverables.

The QA/QC program will identify the major project deliverables at the beginning of the project and notifications will be sent out to the team ahead of deliverables to schedule QC reviews. The project manager will schedule reviews and make sure reviews are completed. Upon completion of QC reviews, the technical manager and task leaders will review the comments and determine appropriate revisions and responses to comments. The technical manager will then conduct a follow up meeting to “close the loop” with the QC reviewer and obtain approval of comment resolutions. The project manager will oversee the QA/QC process and will resolve any conflicting comments between the QC reviewer, technical manager, and independent reviewers performing work.

Deliverables:

- None

2.5 FEMA/Cal OES Documentation

These projects are being funded by FEMA and or Cal OES and require specific documentation throughout the projects. The Consultant will assist the City with quarterly reports, invoicing, and other required documentation requested by FEMA and Cal OES.

Deliverables:

- Quarterly reports, invoicing and other required FEMA and Cal OES documentation

Task 3 – Permitting and Preliminary Design

3.1 Permitting

The Consultant will conduct the necessary research to determine what permits are required for these projects. These permits include, but not limited to, Los Angeles RWQCB, Army Corp, California Fish and Wildlife, Caltrans, County of Los Angeles, and City of Malibu Coastal Development Permits.

Deliverables:

- Copies of all permits

3.2 Preliminary Design

The Consultant will prepare a preliminary design for all the projects. If necessary, the Consultant shall prepare project technical memos to the City prior preliminary designs to clear any design issues. The primary objective of the preliminary design and technical is to present information and to receive feedback sufficient on various design concepts. The Consultant shall submit 50% design concepts and cost estimates to the City for review.

Deliverables:

- 50% preliminary design plans and estimates
- Technical memos

Task 4 – Final Design

4.1 90% Design Submittal

At the completion of the Preliminary Design and receiving comments from the City, the Consultant shall prepare the 90% final design submittal package. This submittal package shall contain a complete set of plans, specifications and construction estimates for all projects.

4.2 100% Design Submittal

The 100% submittal package shall contain a complete set of revised plans, specifications, cost estimates and a detailed comment response document that specially addresses all comments from the 90% Design Submittal.

4.3 Final Submittal

The Consultant shall incorporate all appropriate comments from the City's review into final plans, specifications and cost estimates. The final plans and specifications shall be stamped and signed by a licensed professional engineer.

Deliverables:

- 90%, 100% and Final Contract Plans
- 90%, 100% and Final Contract Specifications
- 90%, 100% and Cost Estimates

City of Malibu - Disaster Projects

EXHIBIT B - m6 Consulting Invoicing Spreadsheet

	Principal	Project Manager	Project Engineer	Hydrology/ Hydraulic Engineer	Survey (2 Man Crew)	Soils / Geotechnical Engineer	Environmental Specialist	CAD Drafter	Inspector	Total Hours	Misc.	Labor	Total Cost
	\$185.00	\$165.00	\$145.00	\$135.00	\$250.00	\$165.00	\$175.00	\$120.00	\$95.00				
TASK 1: Data Collection, Topographic Survey and GIS Maps										199.00		\$ 46,945.00	\$46,945
1.1) Data Collection	0	22	0	0	0	0	0	0	0	22.00	\$ -	\$ 3,630.00	
1) Latigo Canyon Road Retaining Walls		2										\$ 330.00	
2) Point Dume DG Walkway Repairs		2										\$ 330.00	
3) Encinal Canyon Road Repairs		6										\$ 990.00	
4) Westward Beach Road Drainage Repairs		4										\$ 660.00	
5) Malibu Road Drainage Repairs		4										\$ 660.00	
6) Corral Canyon Drainage and Road Repairs		4										\$ 660.00	
1.2) Topographic Survey and GIS	0	11	0	0	166	0	0	0	0	177.00	\$ -	\$ 43,315.00	
1) Latigo Canyon Road Retaining Walls												\$ -	
2) Point Dume DG Walkway Repairs		2			34							\$ 8,830.00	
3) Encinal Canyon Road Repairs		3			40							\$ 10,495.00	
4) Westward Beach Road Drainage Repairs		2			34							\$ 8,830.00	
5) Malibu Road Drainage Repairs		2			34							\$ 8,830.00	
6) Corral Canyon Drainage and Road Repairs		2			24							\$ 6,330.00	
TASK 2: Progress Management, Quality Control/Quality Assurance, and FEMA/Cal OES Documentation										236.00		\$ 39,380.00	\$39,380
2.1 Project Progress Reports and Schedule	0	44	0	0	0	0	0	0	0	44.00	\$ -	\$ 7,260.00	
1) Latigo Canyon Road Retaining Walls		2										\$ 330.00	
2) Point Dume DG Walkway Repairs		2										\$ 330.00	
3) Encinal Canyon Road Repairs		10										\$ 1,650.00	
4) Westward Beach Road Drainage Repairs		10										\$ 1,650.00	
5) Malibu Road Drainage Repairs		10										\$ 1,650.00	
6) Corral Canyon Drainage and Road Repairs		10										\$ 1,650.00	
2.2) Progress Status Meetings	10	22	22	0	0	0	0	0	0	54.00	\$ -	\$ 8,670.00	
1) Latigo Canyon Road Retaining Walls	1	3	3									\$ 1,115.00	
2) Point Dume DG Walkway Repairs	1	3	3									\$ 1,115.00	
3) Encinal Canyon Road Repairs	2	4	4									\$ 1,610.00	
4) Westward Beach Road Drainage Repairs	2	4	4									\$ 1,610.00	
5) Malibu Road Drainage Repairs	2	4	4									\$ 1,610.00	
6) Corral Canyon Drainage and Road Repairs	2	4	4									\$ 1,610.00	
2.3) Project Management	0	54	0	0	0	0	0	0	0	54.00	\$ -	\$ 8,910.00	
1) Latigo Canyon Road Retaining Walls		2										\$ 330.00	
2) Point Dume DG Walkway Repairs		2										\$ 330.00	
3) Encinal Canyon Road Repairs		10										\$ 1,650.00	
4) Westward Beach Road Drainage Repairs		20										\$ 3,300.00	
5) Malibu Road Drainage Repairs		10										\$ 1,650.00	
6) Corral Canyon Drainage and Road Repairs		10										\$ 1,650.00	
2.4) Quality Control/ Quality Assurance	34	0	0	0	0	0	0	0	0	34.00	\$ -	\$ 6,290.00	
1) Latigo Canyon Road Retaining Walls	1											\$ 185.00	
2) Point Dume DG Walkway Repairs	2											\$ 370.00	
3) Encinal Canyon Road Repairs	10											\$ 1,850.00	
4) Westward Beach Road Drainage Repairs	8											\$ 1,480.00	
5) Malibu Road Drainage Repairs	5											\$ 925.00	
6) Corral Canyon Drainage and Road Repairs	8											\$ 1,480.00	
2.5) FEMA/Cal OES Documentation	0	50	0	0	0	0	0	0	0	50.00	\$ -	\$ 8,250.00	
1) Latigo Canyon Road Retaining Walls		5										\$ 825.00	
2) Point Dume DG Walkway Repairs		5										\$ 825.00	
3) Encinal Canyon Road Repairs		10										\$ 1,650.00	
4) Westward Beach Road Drainage Repairs		10										\$ 1,650.00	
5) Malibu Road Drainage Repairs		10										\$ 1,650.00	
6) Corral Canyon Drainage and Road Repairs		10										\$ 1,650.00	
TASK 3: Permitting and Preliminary Design										1117.00		\$ 57,655.00	\$57,655
3.1) Permitting	0	65	0	0	0	0	0	0	0	65.00	\$ -	\$ 10,725.00	
1) Latigo Canyon Road Retaining Walls		5										\$ 825.00	
2) Point Dume DG Walkway Repairs		5										\$ 825.00	
3) Encinal Canyon Road Repairs		15										\$ 2,475.00	
4) Westward Beach Road Drainage Repairs		20										\$ 3,300.00	
5) Malibu Road Drainage Repairs		10										\$ 1,650.00	
6) Corral Canyon Drainage and Road Repairs		10										\$ 1,650.00	
3.2) Preliminary Design	9	36	95	30	0	20	0	135	0	325.00	\$ 2,000.00	\$ 46,930.00	
1) Latigo Canyon Road Retaining Walls		2	10					10			\$ 200.00	\$ 3,180.00	
2) Point Dume DG Walkway Repairs	1	2	10					20			\$ 200.00	\$ 4,565.00	
3) Encinal Canyon Road Repairs	2	8	25	10				40			\$ 400.00	\$ 11,865.00	
4) Westward Beach Road Drainage Repairs	2	8	20	10				30			\$ 400.00	\$ 9,940.00	
5) Malibu Road Drainage Repairs	2	8	15	5		10		20			\$ 400.00	\$ 8,990.00	
6) Corral Canyon Drainage and Road Repairs	2	8	15	5		10		15			\$ 400.00	\$ 8,390.00	
TASK 4: Final Design										727.00		\$ 103,730.00	\$103,730
4.1) 90% Design Submittal	12	30	140	45	0	30	0	290	0	547.00	\$ 2,000.00	\$ 75,295.00	
1) Latigo Canyon Road Retaining Walls		2	5					20			\$ 200.00	\$ 3,655.00	
2) Point Dume DG Walkway Repairs		2	10					20			\$ 200.00	\$ 4,380.00	
3) Encinal Canyon Road Repairs	3	5	40	10				80			\$ 400.00	\$ 18,530.00	
4) Westward Beach Road Drainage Repairs	3	8	30	20				60			\$ 400.00	\$ 16,525.00	
5) Malibu Road Drainage Repairs	3	8	30	5		15		60			\$ 400.00	\$ 16,975.00	
6) Corral Canyon Drainage and Road Repairs	3	5	25	10		15		50			\$ 400.00	\$ 15,230.00	
4.2) 100% Design Submittal	4	24	34	10	0	10	0	75	0	157.00	\$ 1,200.00	\$ 22,830.00	
1) Latigo Canyon Road Retaining Walls		2	2					5			\$ 200.00	\$ 1,420.00	
2) Point Dume DG Walkway Repairs		2	2					10			\$ 200.00	\$ 2,020.00	
3) Encinal Canyon Road Repairs	1	5	10					20			\$ 200.00	\$ 5,060.00	
4) Westward Beach Road Drainage Repairs	1	5	10	5				15			\$ 200.00	\$ 5,135.00	
5) Malibu Road Drainage Repairs	1	5	5			5		15			\$ 200.00	\$ 4,560.00	
6) Corral Canyon Drainage and Road Repairs	1	5	5	5		5		10			\$ 200.00	\$ 4,635.00	
4.3) Final Submittal	0	6	7	0	0	0	0	10	0	23.00	\$ 2,400.00	\$ 5,605.00	
1) Latigo Canyon Road Retaining Walls		1									\$ 200.00	\$ 365.00	
2) Point Dume DG Walkway Repairs		1									\$ 200.00	\$ 365.00	
3) Encinal Canyon Road Repairs		1	3					3			\$ 500.00	\$ 1,460.00	
4) Westward Beach Road Drainage Repairs		1	1					2			\$ 500.00	\$ 1,050.00	
5) Malibu Road Drainage Repairs		1	1					2			\$ 500.00	\$ 1,050.00	
6) Corral Canyon Drainage and Road Repairs		1	2					3			\$ 500.00	\$ 1,315.00	
TASK 5: Environmental Documentation	0	10	0	0	0	0	21	0	0	31.00	\$ -	\$ 5,325.00	\$5,325
1) Latigo Canyon Road Retaining Walls												\$ -	
2) Point Dume DG Walkway Repairs												\$ -	
3) Encinal Canyon Road Repairs												\$ -	
4) Westward Beach Road Drainage Repairs		10					21					\$ 5,325.00	
5) Malibu Road Drainage Repairs												\$ -	
6) Corral Canyon Drainage and Road Repairs												\$ -	
TASK 6: Geotechnical Investigation and Recommendations	0	10	0	0	0	240	0	0	0	250.00	\$ 16,000.00	\$ 57,250.00	\$73,250
1) Latigo Canyon Road Retaining Walls												\$ -	
2) Point Dume DG Walkway Repairs												\$ -	
3) Encinal Canyon Road Repairs												\$ -	
4) Westward Beach Road Drainage Repairs												\$ -	
5) Malibu Road Drainage Repairs		5				120					\$ 8,000.00	\$ 28,625.00	
6) Corral Canyon Drainage and Road Repairs		5				120					\$ 8,000.00	\$ 28,625.00	
Total Labor	\$ 12,765.00	\$ 63,360.00	\$ 43,210.00	\$ 11,475.00	\$ 41,500.00	\$ 49,500.00	\$ 3,675.00	\$ 61,200.00	\$ -		\$ 23,600.00	\$ -	\$ 310,285
Total Labor													\$286,685
Total Reimbursable													\$23,600
Total Project Fee													\$310,285



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com	CONTACT NAME: Risk Strategies Company PHONE (A/C, No. Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED m6 Consulting, Inc. 4165 Thousand Oaks Blvd., Ste 355 Westlake Village CA 91362	CA DOI License No. 0F06675	NAIC # INSURER A: Massachusetts Bay Insurance Co. 22306 INSURER B: Hanover American Insurance Co. 36064 INSURER C: Argonaut Insurance Company 19801 INSURER D: Allmerica Financial Benefit Insurance Co 41840 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 62473193

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		OD3A251052	3/14/2021	3/14/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AW3D678957	3/14/2021	3/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WZ3A270713	3/14/2021	3/14/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			121AE016958101	3/15/2021	3/15/2022	Per Claim: \$1,000,000 Aggregate: \$2,000,000

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

Projects as on file with the insured.
 City of Malibu, its officers and employees are named as additional insureds and primary/non-contributory clause applies to the general liability policy-see attached endorsement.

CERTIFICATE HOLDER

City of Malibu
 23825 Stuart Ranch Road
 Malibu CA 90265-4861

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person or Organization	Location of Covered Operations
City of Malibu, its officers and employees	Projects as on file with the insured

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

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

A. The following is added to SECTION II – LIABILITY, C. Who is an Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location designated above.

However:

- c. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- d. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following is added to SECTION II – LIABILITY, B. Exclusions:

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

- a. 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 at the location of the covered operations has been completed; or
- b. 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.

C. The following is added to SECTION II – LIABILITY, D. Liability and Medical Expenses Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
City of Malibu, its officers and employees	Projects as on file with the insured

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

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

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

Any person or organization shown in the Schedule above is also an additional insured, 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 above, performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following is added to SECTION II – LIABILITY, D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: m6 Consulting, Inc.

POLICY NUMBER: OD3A251052

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT
Additional Insured by Contract, Agreement or Permit

A. **Section II – Liability, C** – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) “**Your work**” for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

*Definition: “**Your work**” a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

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

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

Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: **(a)** For the sole negligence of the Additional Insured; **(b)** When the Additional Insured is an Additional Insured under another primary liability policy; or **(c)** When **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
 - (a)** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii)** That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

(3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Per Project Aggregate

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

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Your project" means:

- a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
- b. Does not include any "location" listed in the Declarations.

2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

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

Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to *90 Days*.



AUTHORIZED REPRESENTATIVE

*From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.