AGENDA REPORT

Meeting Date: May 7, 2013

Item Number: F-10

To: Honorable Mayor & City Council

From: Juan L. Martinez, Civil Engineer

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND IMS INFRASTRUCTURE MANAGEMENT SERVICES , LLC, TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE UPDATING OF THE CITY OF BEVERLY HILLS PAVEMENT MANAGEMENT PROGRAM (PMP) UTILIZING AUTOMATED CONDITION SURVEYING; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF $64,960 FOR THE PROJECT

Attachments:
1. Agreement between the City of Beverly Hills and IMS Infrastructure Management System LLC.
2. Section 2108.1 of the California Streets and Highway Code

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and IMS Infrastructure Management Services LLC, in the amount of $64,960 for street and alley automated condition survey services subsequent updating of the city's existing Pavement Management Program (PMP) and approve the issuance of a purchase order to IMS Infrastructure Management System LLC. in the amount of $64,960.

INTRODUCTION

Section 2108.1 of the California Streets and Highways Code states that the "City shall develop and adopt a Pavement Management Program (PMP) to be utilized for managing local streets or highways that receive funding under the State Transportation Improvement Program."

DISCUSSION

The pavement network within the City of Beverly Hills has 152.2 miles of paved surfaces, comprising as of:

Street Type	Length (Miles)	Full Replacement Value (M $)
Residential	68.60	$ 93.4
Arterial	23.14	$ 44.4
Collectors	18.50	$ 30.4
Alleways	41.96	$ 31.1
Total	152.20	$ 199.3

This equates to almost 25,000,000 square feet of pavement. The estimated full replacement value of this pavement today is $199.3 million. The City currently budgets on average $3 M annually to maintain and or reconstruct the city's pavement network.

The field survey data for the existing Pavement Management Program was initially collected in 2007 (with 25% of the network being annually inspected until 2011). At this time, 100% of the substandard streets, as identified in the city's existing Pavement Management Program, have been improved or are scheduled for improvement within the next five years.

The 2007-2011 survey data now needs to be updated by conducting a new street condition survey in order to establish long term street improvement goals/ schedules and annual budget that will solidify the priorities for City's future infrastructure improvement projects, remembering always that if the City continues to implement a program to rehabilitate streets before they need considerable reconstruction, substantial cost savings are realized by the City. The City's Pavement Management Program greatly facilitates this process including the identification of less costly street improvement alternatives.

On November 2012 City staff advertised the RFP for "Engineering Consulting Services for the Updating of the City of Beverly Hills Pavement Management Program (PMP) Utilizing Automated Condition Surveying" on the City's web site. Staff received and evaluated seven proposals from:

- Adhara System
- Hall & Foreman
- Harris & Associates
- IMS Infrastructure Management System LLC
- Nichols Consulting
- Omnis Incorporated
- Transmap Corporation

These RFP's were subsequently reviewed and evaluated by civil engineering staff and Ad-hoc Public Work Commission based on the Qualifications-Based Selection (QBS) process established by the United States Congress as a part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects (Section 4526 of the California Government Code). It is a competitive contract procurement process; whereby, consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work and schedule,. Under a QBS procurement, the cost of the work (price) is not considered when making the initial selection of the best or most appropriate provider of the professional service required. To ensure this, staff requested that firms submit their cost proposal in a separate sealed envelope.

The evaluation process resulted in staff's selection of IMS Infrastructure Management Services LLC. to provide street automated condition survey services and updating of the city's existing Pavement Management Program.

The summary of the scope of work that IMS Infrastructure Management System LLC will perform under this agreement is itemized as follows:

1. Determine the present Pavement Condition Index (PCI) of the City's entire street network utilizing automated survey.
2. Enter field collected survey data into the City's Micro Paver database.
3. Provide Geographic Information System (GIS) coverage for the field collected survey data.
4. Forecast future Pavement Condition Index (PCI) for each of the City's street segments.
5. Identify feasible rehabilitation alternatives for each of street segments based on the severity of deterioration observed.
6. Recommend a five-year pavement rehabilitation program with respect to the City's current budget forecasts (coordinating street and alley selection with other planned City projects within the improvement area)

It is therefore recommended that the City enter into an agreement with IMS Infrastructure Management Services LLC., for consulting services in the performance of the required scope of work for a not to exceed total fee of $64,960. This amount include a $5,000 contingency .IMS Infrastructure Management System LLC has agreed to complete the update of the Pavement Management Program within seven (7) months after receiving the notice to proceed from the City.

FISCAL IMPACT

Funds for this project are provided as follows:

DEPT	FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE		AMOUNT
35	12	0554	35-12-0554	Street & Higways State Gas Fund	$	64,960
				TOTAL	$	64,960

Don Rhoads
Finance Approval

Mahdi Aluzri
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC, TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE UPDATING OF THE CITY OF BEVERLY HILLS PAVEMENT MANAGEMENT PROGRAM (PMP) UTILIZING AUTOMATED CONDITION SURVEYING

NAME OF CONSULTANT:	IMS INFRASTRUCTURE MANAGEMENT SERVICES , LLC
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Stephen J. Smith, P.E., Member/Manager
CONSULTANT'S ADDRESS:	1820 West Drake Drive, Suite 108 Tempe, AZ 85283 Attention: Stephen J. Smith, P.E., Member/Manager
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Chris Theisen, Acting Director of Public Works & Transportation
COMMENCEMENT DATE:	May 21, 2013
TERMINATION DATE:	December 31, 2013
CONSIDERATION:	Not to exceed $ 64,960 (including a $5,000 contingency) as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC, TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE UPDATING OF THE CITY OF BEVERLY HILLS PAVEMENT MANAGEMENT PROGRAM (PMP) UTILIZING AUTOMATED CONDITION SURVEYING

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC, an Arizona Limited Liability Company (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in therein.

(b) Expenses. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or polices required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage

prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONSULTANT: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC.

_____
STEPHEN J. SMITH, P.E.
Member/Manager

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

MAHDI ALUZRI
Acting Director of Public Works & Transportation

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform the following services:

Task 1.0 - Project Initiation

- Draft a technical memorandum outlining the approved project scope, deliverables and schedule.
- Draft a technical memorandum defining the limits of the survey program and QA/QC procedures.
- Create a street inventory containing all existing streets to be surveyed plus identification of the location of new streets to be added to the surveys and database(s).
- Confirm assets and attributes to be surveyed and inventoried.
- Attend one meeting for the project kick off and confirmation of the scope of work.

Task 2.0 - Field Surveys

- Draft a technical memorandum documenting the results of the project calibrations.
- Collect pavement surface distress data of 170 centerline miles of arterial, collector, residential, and alley roadways. The Laser RST will two-pass test the arterial network and perform a single pass test of all remaining roadways.
- Update the streets inventory and sectional attributes, including ownership, pavement type, etc.
- Collect and update or inventory all assets confirmed by CITY.
- Attend the following project meetings that are planned: 2 -meetings with the RST crew chief, one prior to the surveys and one at the completion of the surveys to review the data collection coverage.

Task 3.0 - Data Management

- Develop draft pavement condition data for CITY review prior to data load.
- Load pavement and asset condition data into Excel and delivered in MicroPAVER.
- Deliver updated GIS personal geodatabase or shape files.
- Development of a Renewal Recommendation Report, which will document the condition of all pavement segments surveyed. The report will pass through several iterations of CITY review before being updated with CITY input for final version delivery.

SERVICES TO BE PROVIDED BY THE CITY

CONSULTANT's work plan and fee schedule are based on CITY providing the following information and services:

- Digital ortho photos of the CITY.
- Copies of record drawings (where they exist); and
- GIS roadway database attribute table.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

I. COMPENSATION/RATE

PROJECT TASKS	QUANTITY	UNITS	UNIT RATE	TOTAL
• 1. Project Initiation and Planning	1	LS	4,500.00	$4,500
• 2. Network Referencing & GIS Linkage	170	Miles	15.50	$2,635
• 3. RST Mobilization & Calibration	1	LS	2,600.00	$2,600
• 4. RST Field Data Collection	170	Miles	91.50	$15,555
• 5. Pavement Condition Data QA/QC.	170	Miles	16.00	$2,720
• 6. MicroPAVER Pavement Data Load	1	LS	5,000.00	$5,000
• 7. MicroPAVER Work History Data Load	1	LS	1,500.00	$1,500
• 8. MicroPAVER M&R Analysis Configuration	1	LS	7,500.00	$7,500
• 9. Financial Planning and 1 day Training	1	LS	5,400.00	$5,400
• 10. Preparation of a Five-Year Rehabilitation Program	1	LS	3,600.00	$3,600
• 11. Final Report	1	LS	4,200.00	$4,200
• 12. Mapping	1	LS	1,250.00	$1,250
• 13. Project Management	1	LS	3,500.00	$3,500

Compensation for all phases shall be in the amount of $59,960 dollars

A. CONSULTANT shall not be entitled to reimbursement expenses.

B. A contingency Fee in the amount mutually agreed upon by the parties and not to exceed Five Thousand Dollars ($5,000) is for unanticipated services outside of the scope of work set forth in Exhibit A.

C. Total Services, including professional fees and contingency shall not exceed $64,960.

II. SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized invoice to CITY upon completion of each task described in Exhibit A on a form approved by CITY. CITY shall pay the CONSULTANT any undisputed amount of such billing within thirty (30) days of receipt of it.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐ AUTOMOBILE LIABILITY					
	☐ GENERAL LIABILITY					
	☐ PRODUCTS/COMPLETED OPERATIONS					
	☐ BLANKET CONTRACTUAL					
	☐ CONTRACTOR'S PROTECTIVE					
	☐ PERSONAL INJURY					
	☐ EXCESS LIABILITY					
	☐ WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

_____

IMS-001 OP ID: JA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/16/13

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

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

PRODUCER
American Ins. & Inv. of Nevada
6765 West Russell Road #150
Las Vegas, NV 89118

Phone: 702-877-1760
Fax: 702-877-0937

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Ind Co of Amer A+ XV	25666
INSURER B : Charter Oak Fire Ins Co A+ XV	25615
INSURER C : Travelers Ind Co A+ XV	25658
INSURER D : Beazley Ins Co Inc A VIII	37540
INSURER E :	
INSURER F :	

INSURED
IMS Infrastructure Management Services, LLC
1820 W Drake Dr Ste 108
Tempe, AZ 85283

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		680-8926L164-TIA-13	03/26/13	03/26/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 1,000,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X		BA-8923L36A-13-GRP	03/26/13	03/26/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-8666Y370-13-47	03/26/13	03/26/14	EACH OCCURRENCE AGGREGATE	$ 4,000,00 $ 4,000,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional Liab. Claims-Made/Rpt'd			V15S1C130701 RETRO DATE: FULL	03/25/13	03/25/14	Per Claim Aggregate	2,000,00 2,000,00

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

The City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City are included as additional insured on General Liability, Automobile Liability, and Umbrella Liability per attached endorsements. Automobile Liability insurance is primary per policy form. General Liability insurance is primary and *CONTINUED ON ATTACHED PAGE

CERTIFICATE HOLDER

CITYBEV

City of Beverly Hills
Attn: City Clerk
455 N Rexford Drive
Beverly Hills, CA 90210

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Continued)
non-contributory per attached endorsement. Umbrella Liability insurance follows form. General Liability insurance includes Contractual Liability, Contractor's Protective, and Personal Injury.
Cancellation: 30 days The Designated Entitiy 30 Days Notice of Cancellation as respect to the Commercial General Liability, and Commercial Automobile Liability policies have been requested. An updated Certificate of Insurance will be provided once Carrier has issued these endorsements. Beazley Insurance Co. Inc., the Professional Liability Carrier, does not issue specific entity cancellation endorsements.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED IMS Infrastructure Management Services, LLC

ADDRESS 1820 W Drake Dr Ste 108
Tempe AZ 85283

COMPANIES AFFORDING COVERAGE

A. Travelers Ind Co of America
B. Charter Oak Fire Ins Co
C. Travelers Ind Co

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☒ AUTOMOBILE LIABILITY ☒ GENERAL LIABILITY ☒ PRODUCTS/COMPLETED OPERATIONS ☒ BLANKET CONTRACTUAL ☒ CONTRACTOR'S PROTECTIVE ☒ PERSONAL INJURY ☒ EXCESS LIABILITY ☐ WORKER'S COMPENSATION	SEE ATTACHED CERTIFICATE OF INSURANCE				

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : 4/16/13

BY : [signature]

Authorized Insurance Representative

TITLE : Producer

AGENCY : American Insurance & Investment of Newvada

Address : 6765 W Russell Rd Ste 150

Las Vegas NV 89118

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

© 2007 The Travelers Companies, Inc.
Includes the copyrighted material of Insurance Services Office, Inc., with its permission

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 Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

© 2007 The Travelers Companies, Inc.
Includes the copyrighted material of Insurance Services Office, Inc., with its permission

POLICY NUMBER: 680-8926L164-TIA-13

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement 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 that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

 Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

POLICY NUMBER: BA-8923L36A-13-GRP

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL EFFECTS

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE:**

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

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE:**

© 2010 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. **TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

   (a) $50,000;

   (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

   (a) Any "auto" that is hired, rented or borrowed with a driver; or

   (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.2.. Limit Of Insurance,** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. **WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. **PERSONAL EFFECTS**

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

© 2010 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

© 2010 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph **2.f.** of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

(i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or

(ii) The limits of insurance of this policy

whichever is less.

© 2006 The St. Paul Travelers Companies, Inc.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

RF
R001

DATE (MM/DD/YYYY)
04-17-2013

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

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

PRODUCER
PAYROLL ASSOCIATES LLC
210731 P:(856)231-4667 F:()-
840 NORTH LENOLA ROAD UNIT 6
MOORESTOWN NJ 08057

CONTACT NAME:
PHONE (A/C, No, Ext): (856)231-4667 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Multiple Companies	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
IMS INFRASTRUCTURE MANAGEMENT SERVICES LLC
1820 W DRAKE DR STE 108
TEMPE AZ 85283

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		76 WEG LU6745	04/19/2013	04/19/2014	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC 04 03 06 attached to this policy.

CERTIFICATE HOLDER

CITY OF BEVERLY HILLS
455 N REXFORD DR
BEVERLY HILLS, CA 90210

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

Marc Maillot

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment 2

2107.9. The Legislature finds and declares that it intends counties and cities to use the additional funds provided them by the act enacting this section during the 1980-81 Regular Session of the Legislature to supplement existing local revenues being used for transportation purposes.

Counties and cities are further encouraged to maintain their existing commitment of local funds for transportation purposes.

2107.10. If the board of supervisors of a county with a population of more than 6,000,000 did not adopt and submit a resolution pursuant to Section 41 of the act enacting this section during the 1981-82 Regular Session of the Legislature, the increase in allocation for the county as a result of Section 2104, as amended and added by that act, shall instead be allocated to those cities in that county that adopted and submitted resolutions pursuant to Section 41.

The allocation shall be on the basis of the population used for purposes of Section 2107.

2108. Notwithstanding Section 13340 of the Government Code, the balance of the money in the Highway Users Tax Account in the Transportation Tax Fund, after making the apportionments or appropriations, as the case may be, pursuant to Sections 2104 to 2107.7, inclusive, shall be transferred to the State Highway Account in the State Transportation Fund and shall be subject to appropriation pursuant to Section 183 for expenditure in accordance with Section 163.

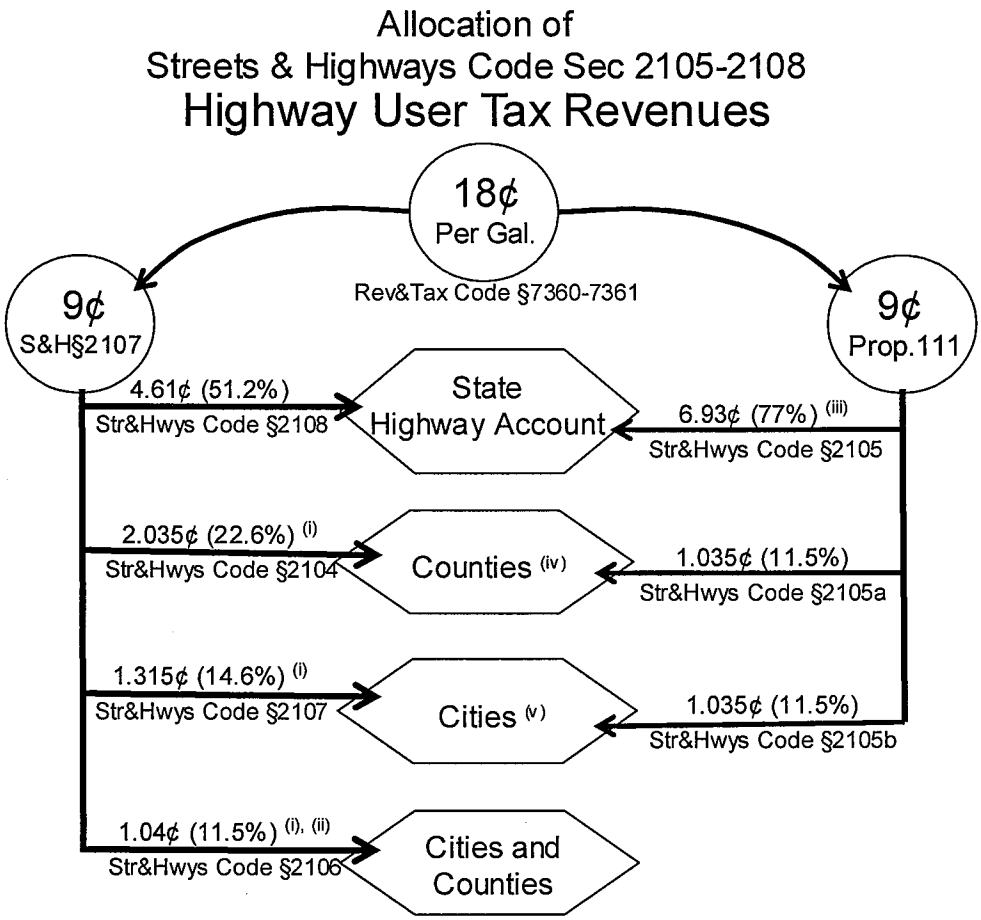
2108.1. By July 1, 1990, the City, County, State Cooperation Committee in the deparment shall develop and adopt a pavement management program to be utilized on local streets or highways that receive funding under the state transportation improvement program.

The pavement management program shall be transmitted to every county and city for possible adoption or incorporation into an existing pavement management program.

The City, County, State Cooperation Committee shall solicit recommendations from transportation planning agencies and any other entity the committee deems appropriate.

2109. State highways shall be maintained, constructed, and improved out of the moneys received in the State Highway Account under Section 2108. Notwithstanding Section 81, the department is not required to maintain any route, or portion of a route, added after January 1, 1947, until it has been laid out and constructed as a state highway.

2110. (a) Notwithstanding Section 13340 of the Government Code, the moneys payable to the counties under subdivision (b) of Section 2104



(i) The 4.39¢ local share of diesel fuel tax is allocated 1.8¢ to counties and 2.59¢ to cities.
(ii) Str&Hwy Code §2106 funds are distributed based on registered vehicles, assessed property valuation, and population.
(iii) A portion of funds in State Highway Account is allocated among counties and cities for Regional Transportation Improvement Programs.
(iv) County apportionments are based on numbers of registered vehicles and county road mileage.
(v) City apportionments are based on population.

Source: California Department of Transportation

Section 2106. Revenues equal to 1.04 cents per gallon are allocated as follows:

a. $7.2 million per year to the State Bicycle Transportation Account.

b. $400 per month to each city (about $2.3 million per year)

c. $800 per month to each county ($556,800 per year)

d. The residual amount (about $150 million per year) to each county and the cities in that county based on registered vehicles. In each county, from this amount, the county receives