

**PROFESSIONAL SERVICES AGREEMENT FOR
ADMINISTRATING AND MONITORING WASTE HAULER OPERATORS**

THIS AGREEMENT is made and entered into this 1st day of October, 2011 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Michael Balliet, an individual ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant administer and monitor all waste hauler operators as it relates to the City's applicable ordinances, resolutions and elements as they relate to solid waste collection and Assembly Bill 939, as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every

nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall in no case exceed Thirty Three Thousand Five Hundred Dollars (\$33,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on September 30, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Michael Balliet Consulting
26351 Tarrasa Lane
Mission Viejo, CA 92691

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: 949-837-3618
Fax: 949-837-3618
Attn: Michael Balliet

Tel: 714-754-5024
Fax: 714-754-5040
Attn: Alma Reyes

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be

and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:



Risk Management

Date: 9/12/11

APPROVED AS TO CONTENT:


Project Manager

Date: 9/12/11

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL



August 2, 2011

**REQUEST FOR PROPOSALS TO ADMINISTER THE
CITY OF COSTA MESA'S SOURCE REDUCTION AND
RECYCLING ELEMENT**

The City of Costa Mesa currently operates under Costa Mesa Municipal Code Title 8, Chapter IV, Article 1, which governs garbage, refuse and recyclable materials collection. The information is available on the City's website www.ci.costa-mesa.ca.us. This code section in conjunction with the City's Source Reduction and Recycling Element (SRRE) provides the City with the necessary documents to meet the requirements of AB 939, the California Integrated Waste Management Act of 1989.

Currently 10 waste haulers operate within the City under the City franchise regulations. Each hauler is required by municipal code to meet certain minimum standards before a waste hauling permit, non-exclusive franchise and business license are issued.

The City desires to hire a consulting firm to administer and monitor all waste hauler operators as it relates to the City's applicable ordinances, resolutions, elements, etc. as they relate to solid waste collection and AB 939.

The City, with cooperation from the permitted waste haulers, has successfully achieved the 50 percent (50%) diversion rate for 2010 mandated by AB 939.

Included in the City's Source Reduction and Recycling Element is a new scope of work relating to the tracking of the disposal of solid waste from construction and demolition projects. The City recognizes that construction and demolition waste constitutes a substantial portion of the total volume of solid waste generated in the City, much of which is disposed of in solid waste landfills in Orange County. The waste materials generated through construction and demolition projects have potential of solid waste reduction, reuse, and recycling.

The City's diversion rate requirement for construction and demolition waste generated by construction projects is 50 percent (50%), which City-Permitted Waste Haulers are required to meet. In order for the City to successfully achieve the required diversion rate the City has taken proper measures to establish and implement a tracking system for the disposal of solid waste generated by construction and demolition projects.

On October 19, 2010, the City Council adopted Ordinance Number 10-11, amending Article 1 of Title 8 to make it unlawful for any person to use the services of an "unpermitted" waste hauler in the City. Furthermore, on December 7, 2010, the City of Costa Mesa City Council adopted Resolution Number 10-79, establishing the City's penalties for violation of Costa Mesa Municipal Code Section 8-83 and amending the Civil Fines and Penalties Schedule pursuant to Costa Mesa Municipal Code Section 1-40.

Effective January 1, 2011, all construction and demolition projects with valuation of \$10,000 or more is required to comply with the City's waste hauling requirements or face penalties of \$1,000 or 3 percent (3%) of the total project value, which ever is greater.

The City of Costa Mesa is soliciting proposals for the following services on an annual basis:

I ANNUAL PERMIT PROCESS

		<u>Cost/Year</u>
1.	Review all annual waste hauling requests to perform waste hauling services within the City of Costa Mesa (currently 10 annual permits).	\$ _____
2.	Verify all required information for the annual permits is submitted, and request in writing any additional information needed.	\$ _____
3.	Review applicant's annual source reduction and recycling proposal for consistency with City's SRRE and all pertinent requirements of City Ordinances governing waste collection and recycling.	\$ _____
4.	Recommend approval or denial of permit in writing to the City's project manager. If denial is recommended, detailed information will need to be provided to support the recommendation.	\$ _____
5.	Compose approval or rejection letter to each applicant to be signed by City's project manager.	\$ _____
6.	Send renewal letter yearly to each hauler for new waste hauling permit application.	\$ _____
7.	Contact and initiate permit process for waste hauling companies found to be operating in the City without a permit.	\$ _____
	SUBTOTAL – PERMIT PROCESS	\$ _____

II VEHICLE INSPECTIONS/EQUIPMENT REQUIREMENTS

	Cost/Year
1. Randomly check all hauler trucks for appropriate firm name on each truck.	\$ _____
2. Ensure permittees are in compliance with current or future Air Quality Management District rules pertaining to commercial waste hauling vehicles.	\$ _____
3. Spot check a minimum of 100 commercial/industrial areas per year to ensure containers have appropriate signage. Provide reports to the City Project Manager.	\$ _____
4. Notify those permittees that do not comply and enforce container requirements.	\$ _____
5. Spot check trucks from each permitted company on a bi-annual basis for proper State/local permits/ inspections. Provide reports to the City Project Manager.	\$ _____
SUBTOTAL VEHICLE INSPECTIONS & EQUIPMENT REQUIREMENTS	\$ _____

III SERVICE STANDARDS

	Cost/Year
1. Enforce hours of operation as set forth in Ordinance 92-31 and resolve complaints as they arise.	\$ _____
2. Check place of business and phone number of each hauler to assure compliance with Sec. 8-81(f) of Ordinance 92-31.	\$ _____
3. Check that each hauler has an appropriate tag identifying why refuse was not picked up.	\$ _____
SUBTOTAL – SERVICE STANDARDS	\$ _____

IV INSURANCE AND BONDS

	Cost/Year
1. Verify all haulers have City-approved insurance and/or bonds.	\$ _____
SUBTOTAL – INSURANCE AND BONDS	\$ _____

V REGULATIONS

Cost/Year

- | | | |
|-------------------------------|---|-----------------|
| 1. | Verify that all special waste haulers have appropriate permits issued by the City, County, State or Federal Government as necessary. | \$ _____ |
| 2. | Spot check vehicles of all haulers annually to verify and enforce the no commingling requirement of Ordinance 92-31. Provide reports to the City Project Manager. | \$ _____ |
| SUBTOTAL – REGULATIONS | | \$ _____ |

VI SOURCE REDUCTION AND RECYCLING

Cost/Year

- | | | |
|--|---|-----------------|
| 1. | Determine that all waste haulers have complied with all programs identified in the City's Source Reduction and Recycling Element. | \$ _____ |
| 2. | Verify that all permittees have diversion rates through the year 2011. Determine that the total diversion rates outlined by each permittee will satisfy the State mandates of AB 939. | \$ _____ |
| 3. | Review all annual Source Reduction and Recycling Plans submitted by each permittee and recommend approval or denial. Recommendations for denial must be supplemented with information to support the recommended action. | \$ _____ |
| 4. | Receive all quarterly Source Reduction, Recycling and tonnage reports from each permittee. Compile all information and prepare reports on Citywide diversion issues with individual permittees. Prepare individual diversion rates. | \$ _____ |
| 5. | Identify private recycling efforts Citywide. Verify progress and compliance with AB32 mandatory recycling requirements. | \$ _____ |
| 6. | Prepare annual report to the California Integrated Waste Management Board. | \$ _____ |
| SUBTOTAL – SOURCE REDUCTION AND RECYCLING | | \$ _____ |

VII CONSTRUCTION AND DEMOLITION TRACKING SYSTEM

	Cost/Year
1. Enforcement of City of Costa Mesa Municipal Code Section 8-83(h) on all covered projects. Verify that all contractors and owner builders with projects with a valuation of \$10,000.00 or more, comply with the City's waste hauling requirements.	\$ _____
2. Review all certification forms submitted. Requiring contractors and/or owner builders to provide waste hauling plan and ensure full cooperation.	\$ _____
3. Maintain a database of all covered projects. Tracking all disposal or diverted waste generated at project site.	\$ _____
4. Randomly visit construction sites for compliance of City's waste hauling requirements.	\$ _____
5. Recommend approval or denial of certification form for compliance City's waste hauling requirements.	\$ _____
6. Provide information regarding solid waste diversion for construction and demolition projects for AB 939 Annual Report.	\$ _____
SUBTOTAL – CONSTRUCTION & DEMOLITION TRACKING	\$ _____
TOTAL – SECTIONS I THROUGH VII	\$ _____

In addition to the above services, the City is requesting prices for services on the following list, which may or may not be implemented at the sole discretion of the City.

VIII SPECIAL SERVICES

1. Staff recycling booth at various community functions (May be weekday or weekend)- provide cost per day.	\$ _____
2. Coordination and attendance at City meetings with waste haulers as scheduled by the City-provide cost per meeting.	\$ _____
3. Attendance at County Integrated Waste Management meetings as requested by the City-provide cost per meeting.	\$ _____
4. Assist City Staff in preparation of reports to City Council if needed-provide cost per report.	\$ _____
SUBTOTAL – SPECIAL PROGRAMS TOTAL PROGRAM COSTS	\$ _____

Your proposal should include all costs associated with this request for a period of one year. Each task must have an identified cost. The City reserves the right to implement each task as deemed necessary. Please be advised that the average annual consultant cost to the City for this service over the last 10 years has been approximately \$35,000.

Please provide your company's qualifications as it relates to this proposal, references from other cities, and knowledge of Public Resources Code Section 4000 et seq. The bidder must not be a waste hauler or an employee of a waste hauler in the City of Costa Mesa.

The successful bidder must provide the following insurance: (1) errors and omissions, (2) liability, and (3) workers compensation insurance, acceptable to the City of Costa Mesa.

All documents regarding this request for proposal are available in the Public Services Department at Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626.

The deadline for submittal of this proposal is 5:00 p.m. August 25, 2011. Please mail 2 copies of your proposal to my attention at:

City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200

You may hand deliver your proposal to the Public Services Department, 4th floor of City Hall, 77 Fair Drive, Costa Mesa. Fax copies will not be accepted.

Should you have any questions regarding this request, please contact Alma Reyes, Management Analyst at areyes@ci.costa-mesa.ca.us or (714) 754-5024, Monday thru Friday 8:00 a.m. – 5:00 p.m. Thank you for your interest in providing service to the City of Costa Mesa.

EXHIBIT B
RESPONSE and SCOPE OF SERVICES



Michael Balliet Consulting

August 23, 2011

Alma Reyes
Management Analyst
Public Services Department
City of Costa Mesa
77 Fair Drive
P.O. Box 1200
Costa Mesa, CA 92628-1200

Ms. Reyes:

I am pleased to submit this proposal to provide continued consulting services to the City of Costa Mesa. It has been my privilege to work with the City since 1993 on AB 939 compliance and waste hauler monitoring programs. In that time, the City of Costa Mesa has always maintained compliance with the diversion and program implementation requirements of the California Integrated Waste Management Board (CIWMB).

I am confident that the required scope of services for 2011/2012 can be performed for \$33,500. The proposed scope of work has expanded from previous years to include construction project hauling management. Listed below are the City required budget categories and related costs:

I ANNUAL PERMIT PROCESS

	<u>Cost/Year</u>
1. Review all annual waste hauling requests to perform waste hauling services within the City of Costa Mesa (currently 10 annual permits).	\$1,000.00
2. Verify all required information for the annual permits is submitted, and request in writing any additional information needed.	\$1,000.00
3. Review applicant's annual source reduction and recycling proposal for consistency with City's SRRE and all pertinent requirements of City Ordinances governing waste collection and recycling.	\$1,000.00
4. Recommend approval or denial of permit in writing to the City's project manager. If denial is recommended, detailed information will need to be provided to support the recommendation.	\$ 500.00

5.	Compose approval or rejection letter to each applicant to be signed by City's project manager.	\$ 500.00
6.	Send renewal letter yearly to each hauler for new waste hauling permit application.	\$ 300.00
7.	Contact and initiate permit process for waste hauling companies found to be operating in the City without a permit.	\$1,000.00
	SUBTOTAL – PERMIT PROCESS	\$5,300.00

II VEHICLE INSPECTIONS/EQUIPMENT REQUIREMENTS

		Cost/Year
1.	Randomly check all hauler trucks for appropriate firm name on each truck.	\$ 500.00
2.	Ensure permittees are in compliance with current or future Air Quality Management District rules pertaining to commercial waste hauling vehicles.	\$ 500.00
3.	Spot check a minimum of 100 commercial/industrial areas per year to ensure containers have appropriate signage. Provide reports to the City Project Manager.	\$5,300.00
4.	Notify those permittees that do not comply and enforce container requirements.	\$1,000.00
5.	Spot check trucks from each permitted company on a bi-annual basis for proper State/local permits/inspections. Provide reports to the City Project Manager.	\$1,000.00
	SUBTOTAL VEHICLE INSPECTIONS & EQUIPMENT REQUIREMENTS	\$8,300.00

III SERVICE STANDARDS

		Cost/Year
1.	Enforce hours of operation as set forth in Ordinance 92-31 and resolve complaints as they arise.	\$ 100.00
2.	Check place of business and phone number of each hauler to assure compliance with Sec. 8-81(f) of Ordinance 92-31.	\$ 200.00
3.	Check that each hauler has an appropriate tag identifying why refuse was not picked up.	\$ 100.00
	SUBTOTAL – SERVICE STANDARDS	\$ 500.00

IV INSURANCE AND BONDS

	Cost/Year
1. Verify all haulers have City-approved insurance and/or bonds.	\$ 400.00
SUBTOTAL – INSURANCE AND BONDS	\$ 400.00

V REGULATIONS

	Cost/Year
1. Verify that all special waste haulers have appropriate permits issued by the City, County, State or Federal Government as necessary.	\$ 300.00
2. Spot check vehicles of all haulers annually to verify and enforce the no commingling requirement of Ordinance 92-31. Provide reports to the City Project Manager.	\$1,700.00
SUBTOTAL – REGULATIONS	\$2,000.00

VI SOURCE REDUCTION AND RECYCLING

	Cost/Year
1. Determine that all waste haulers have complied with all programs identified in the City's Source Reduction and Recycling Element.	\$ 500.00
2. Verify that all permittees have diversion rates through the year 2011. Determine that the total diversion rates outlined by each permittee will satisfy the State mandates of AB 939.	\$ 500.00
3. Review all annual Source Reduction and Recycling Plans submitted by each permittee and recommend approval or denial. Recommendations for denial must be supplemented with information to support the recommended action.	\$ 500.00
4. Receive all quarterly Source Reduction, Recycling and tonnage reports from each permittee. Compile all information and prepare reports on Citywide diversion issues with individual permittees. Prepare individual diversion rates.	\$6,000.00
5. Identify private recycling efforts Citywide. Verify progress and compliance with AB32 mandatory recycling requirements.	\$2,500.00
6. Prepare annual report to the California Integrated Waste Management Board.	\$2,000.00
SUBTOTAL – SOURCE REDUCTION AND RECYCLING	\$12,000.00

VII CONSTRUCTION AND DEMOLITION TRACKING SYSTEM

	Cost/Year
1. Enforcement of City of Costa Mesa Municipal Code Section 8-83(h) on all covered projects. Verify that all contractors and owner builders with projects with a valuation of \$10,000.00 or more, comply with the City's waste hauling requirements.	\$1,000.00
2. Review all certification forms submitted. Requiring contractors and/or owner builders to provide waste hauling plan and ensure full cooperation.	\$1,000.00
3. Maintain a database of all covered projects. Tracking all disposal or diverted waste generated at project site.	\$1,000.00
4. Randomly visit construction sites for compliance of City's waste hauling requirements.	\$ 500.00
5. Recommend approval or denial of certification form for compliance City's waste hauling requirements.	\$ 750.00
6. Provide information regarding solid waste diversion for construction and demolition projects for AB 939 Annual Report.	\$ 750.00
SUBTOTAL – CONSTRUCTION & DEMOLITION TRACKING	\$5,000.00
TOTAL – SECTIONS I THROUGH VII	\$33,500.00

In addition to the above services, the City is requesting prices for services on the following list, which may or may not be implemented at the sole discretion of the City.

VIII SPECIAL SERVICES

1. Staff recycling booth at various community functions (May be weekday or weekend)- provide cost per day.	\$1,000.00
2. Coordination and attendance at City meetings with waste haulers as scheduled by the City-provide cost per meeting.	\$ 300.00
3. Attendance at County Integrated Waste Management meetings as requested by the City-provide cost per meeting.	\$ 300.00
4. Assist City Staff in preparation of reports to City Council if needed-provide cost per report.	\$ 800.00

SUBTOTAL – SPECIAL PROGRAMS TOTAL PROGRAM COSTS \$2,400.00

Qualifications

Having served as the City of Costa Mesa's AB939 consultant since 1992 I have submitted various qualifications listings at each 5-year interval. Since the last list of qualifications was submitted I have performed new consulting services for the following clients:

City of Costa Mesa – 2006 to present (5 years)

Contact: Colleen O'Donoghue, Finance Director

Phone: 714-754-5219

In 2005 I helped the City transition from a hauler permit program to a non-exclusive franchise, increasing City revenues by \$1.2 million. Through consistent and effective hauler audits Mr. Balliet has ensured timely remittance of all funds due the City, reducing hauler reporting errors to less than 2%. Mr. Balliet performs these hauler audits annually under contract with the City's Finance Department.

City of Laguna Woods – 2002 to present (9 years)

Douglas C. Reilly, Public Works Director

Phone: 949-639-0561

Mr. Balliet has worked with the City of Laguna Woods since shortly after their incorporation in 2001. He performed all required waste generation and waste composition studies and prepared the City's SRRE. Subsequently he assisted the City in implementing one of the most comprehensive solid and hazardous waste management programs in State. Mr. Balliet assisted the City in developing its municipal code and evolving these requirements through the City's maturation process. He transitioned the City from a group of County permitted haulers to an exclusive franchise system. In 2006 he developed a comprehensive construction waste management program that successfully tracks over 750 projects annually. He has obtained multiple competitive grant awards for the City that established door-to-door collection of HHW, door-to-door collection of E-Waste and U-Waste, a used oil recycling program, a medical waste collection program, and a multi-family recycling program. Laguna Woods has exceeded State diversion requirements in every year since measurements began and has reached a 69% diversion rate.

In addition to the long-term clients listed above we have performed a number of successful hauler performance and franchise fee audits. Listed below are the projects that are still active or have been completed within the past year:

City of Newport Beach – 1996, 1999, 2005 to Present

Hortensia Mato, City Auditor

Phone: 949-644-3143

Since 1996 Mr. Balliet has performed two traditional franchise fee audits of the City's non-exclusive franchise system. Those audits recovered over \$300,000 in revenue for the City. In 2008 the City elected to switch to our proprietary quarterly monitoring and audit program. This program effectively audits hauler franchise fee and tonnage reports at the date of submission rectifying any errors encountered and capturing revenues immediately rather than waiting for the traditional 3-year audit term used by most jurisdictions.

City of Santa Rosa – 2008-2010
Greg Scoles, Deputy City Manager
707-543-3021

Mr. Balliet has performed two franchise fee and performance audits for the largest municipality north of San Francisco. These audits resulted in over \$500,000 in findings and helped the City identify and rectify a number of tonnage reporting errors. These efforts allowed the City to negotiate very favorable terms in their exclusive franchise extension.

City of Placentia - 2009
Troy Butzlaff, City Manager
714-993-8117

Mr. Balliet conducted a performance audit and review rate increase requests from the City's exclusive franchised haulers. His review uncovered a myriad of compliance and rate increase issues over a 15 year term. This study resulted in payment to the City of over \$3 million dollars by the hauler and a rate reduction, rather than the requested rate increase.

City of Gardena - 2010
Mitch Lansdell, City Manager
310-217-9503

Mr. Balliet audited the City's current and past exclusive franchise haulers for both franchise fee submissions and compliance with their agreement. This audit resulted in findings of over \$250,000.

City of Pasadena - 2010
Carmen Rubio, Program Coordinator
626-744-7162

Mr. Balliet was retained to audit a random sampling of 13 haulers in the City's non-exclusive franchise system. Though these haulers have been audited annually for the past 5 years by other consultants we identified and recovered over \$15,000 in franchise fees. In addition we identified over 5,000 tons in reporting errors and worked with haulers to revise landfill reporting issues.

In addition to compliance consulting and hauler audits Waste Systems Management has a unique understanding of solid waste systems. We have performed a number of projects to assist both the public and private sectors to increase diversion while lowering associated costs. A sampling of these projects is provided below:

Cal State Los Angeles – 2008 to Present
Kirby Williams, Custodial Services Director
323-791-6875

Developed a waste management system for the University that reduced trash hauler fees by 50%. Established new recycling programs to increase diversion by over 30% and create a revenue stream from formerly discarded materials. Provide ongoing program monitoring services.

Additional references are available upon request.

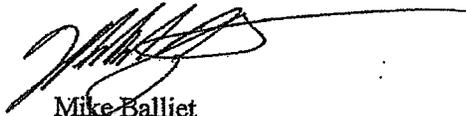
Additional Information:

Michael Balliet Consulting is still a sole proprietorship and my professional liability insurance is current and on-file with the City, provided by The Hartford Insurance Company as is my general liability provider. American Specialty covers my automobiles. My current insurance information is on file with the City of Costa Mesa.

I have enjoyed my tenure of service to the City and look forward to continuing my work with your department.

Thanks for the opportunity to present this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Balliet', with a long horizontal flourish extending to the right.

Mike Balliet
MBC

EXHIBIT C
FEE SCHEDULE

EXHIBIT D

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F
CERTIFICATES OF INSURANCE

EXEMPTION FROM WORKER'S COMPENSATION DECLARATION

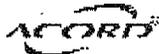
I certify that in the performance of the work under this agreement/for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

I understand that if after making this declaration, I should become subject to the Workers' Compensation provisions of the Labor Code, I must forthwith comply with such provisions.

Date: 5-17-2011

Signature: 

Michael L. Balliet
(Print Name)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/12/11

PRODUCER Ability Insurance Agency Inc.
2787 Bristol St. # 210
Costa Mesa, CA 92626
Phone (714)968-9600 Fax (714)968-8001

INSURED Michael Balliet Consulting
26351 Tarrasa Lane
Mission Viejo, CA 92691-
(949) 837-3618

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Insurance Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	M	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72SBAZB1092SC	10/26/2010	10/26/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER

The City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/12/11

PRODUCER Ability Insurance Agency Inc. 2787 Bristol St. # 210 Costa Mesa, CA 92626 Phone (714)968-9600 Fax (714)968-8001	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Michael Ballet Consulting 26351 Tarrasa Lane Mission Viejo, CA 92691- (949) 837-3618	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MPL1068477.10	07/19/2010	07/19/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
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	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/>	OTHER				

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

Additional Insured: City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

CERTIFICATE HOLDER

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

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AUTHORIZED REPRESENTATIVE



**First American
Property & Casualty
Insurance Company**

Customer Service
888-922-5343 / www.fapcig.com
A California domiciled company

**Personal Auto Policy
Amended Policy Declarations**

POLICY NO: **CAPA 5307**

NAMED INSURED:
MICHAEL BALLETT
26351 Tarrasa #Lane
MISSION VIEJO CA 92691

(714) 968 - 9600
AGENT: 001-002835-
ABILITY INSURANCE AGENCY
2787 BRISTOL STREET SUITE 210
COSTA MESA CA 92626

Coverage is provided only where a premium or deductible are shown. Limits not displayed are shown on applicable coverage endorsement.

Policy Period: 12 months From: **01/19/11** To: **01/19/12** at 12:01 a.m., STANDARD TIME

Coverage	Limit	Vehicle 1		Vehicle 2		Vehicle 3		Vehicle 4	
		Prem.	Ded.	Prem.	Ded.	Prem.	Ded.	Prem.	Ded.
BODILY INJURY	250,000/person 500,000/accdnt	\$619		\$361		\$341		\$284	
PROPERTY DAMAGE UNDER/UNINSURED BI	100,000/accdnt 60,000/person 60,000/accdnt	\$382		\$212		\$210		\$173	
COMPREHENSIVE COLLISION		\$276	\$500	\$83	\$500	\$102	\$1000	\$99	\$1000
COLLISION DEDUCTIBLE WAIVER		\$1,266	\$500	\$353	\$500	\$434	\$1000	\$395	\$1000
TRANSPORTATION EXPENSE COV.		\$10	\$500	\$8	\$500			\$15	\$1000
		\$36		\$29		\$29		\$29	
Total Premium Per Vehicle		\$2,710		\$1,130		\$1,184		\$1,060	
FRAUD PREVENTION SURCHARGE		\$1.80		\$1.80		\$1.80		\$1.80	

Total Premium \$6,093.00

A \$5.00 per installment service charge applies if you pay in installments. Payment in full will avoid this service charge.

Vehicle(s)						
Year	Make/Model	Use	Vehicle ID Number	Garaging Address		Annual Miles Driven
1	2000 JAG XK-Series	PL	SAJJA41C9YNA04892	26351 Tarrasa #Lane MISSION VIEJO CA 92691		15000
2	1999 AUDI A6	PL	WAUBA24B0XN100347	26351 Tarrasa #Lane MISSION VIEJO CA 92691		11000
3	2008 HOND CIVIC EX COUPE 2D	PL	2HGFG12878H501572	26351 Tarrasa #Lane MISSION VIEJO CA 92691		11000
4	2011 FORD Flex	PL	2FMGK5DC7BBD24277	26351 Tarrasa #Lane MISSION VIEJO CA 92691		11000

Remarks: DELETE 2005 CHRYSLER AND ADD 2011 FORD FLEX PER BROKER 04/12/11

Due to the change noted in Remarks, coverage shown on this Declaration page is effective 04/05/2011

Countersigned: April 12, 2011

Santa Ana, CA By:

Dirk R. McNamee

Dirk R. McNamee, President
Authorized Representative

EXHIBIT C

CITY COUNCIL POLICY 100-5

SUBJECT DRUG-FREE WORKPLACE	POLICY NUMBER 100-5	EFFECTIVE DATE 8-8-89	PAGE 1 of 3
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BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

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POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

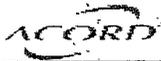
1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/12/11

PRODUCER Ability Insurance Agency Inc. 2787 Bristol St. # 210 Costa Mesa, CA 92626 Phone (714)968-9600 Fax (714)968-8001	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Michael Balliet Consulting 26351 Tarrasa Lane Mission Viejo, CA 92691- (949) 837-3618	INSURER A: Hartford Casualty Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	✓	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72SBAZB1092SC	10/26/2010	10/26/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
		OTHER					

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

The City of Costa Mesa and its elected and appointed boards, officers, agents and employees are additional insureds with respect to this project and contract with City.

CERTIFICATE HOLDER

CANCELLATION

The City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

YASUI, DEBRA

From: Michael Kosmerl [mike@abilityins.com]
Sent: Tuesday, May 24, 2011 11:49 AM
To: YASUI, DEBRA
Cc: 'Mike Balliet'
Subject: Michael Balliet Consulting
Attachments: IMG.pdf

Debra,

Attached is the certificate of insurance for Michael Balliet with the specific wording. I have requested the additional insured endorsement from The Hartford. I will send it to you once I receive it from them.

Thank you,

Michael Kosmerl
Ability Insurance Agency
714/968-9600
714/968-8001 Fax
www.abilityins.com

POLICY NUMBER: 72 SBA ZB1092



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

13716

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THE CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR
APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS
2000 MAIN ST
HUNTINGTON BEACH, CA 92648

ATTN: RISK MANAGEMENT

THE CITY OF NEWPORT BEACH, THE CITY, ITS ELECTED OR APPOINTED

THE CITY OF NEWPORT BEACH, THE CITY, ITS ELECTED OR APPOINTED
OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE TO BE
COVERED AS ADDITIONAL INSUREDS WITH RESPECT TO LIABILITY OUT OF
WORKPERFORMED BY OR ON BEHALF OF THE CONSULTANT

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED
BOARDS, OFFICERS, AGENTS, AND EMPLOYEES
77 FAIR DRIVE
COSTA MESA, CA 92626



92 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
10 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
ZB insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3



Policy Number: 72 SBA ZB1092 SC

SPECTRUM POLICY DECLARATIONS COPY

Named Insured and Mailing Address: MIKE BALLIET
(No., Street, Town, State, Zip Code)
26351 TARRASA LN
MISSION VIEJO CA 92691

Policy Period: From 10/26/10 To 10/26/11 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: SUPERIOR ACCESS INS SERVICES INC
Code: 181839

Previous Policy Number: 57 SBA TX7689

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$973

Countersigned by _____
Authorized Representative Date

13710

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA ZB1092

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

26351 TARRASA LN
MISSION VIEJO CA 92691

Description of Business:

CONSULTANT - NOC

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 5,900

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA ZB1092

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

STRETCH COVERAGES

FORM: SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGES IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGES:

FORM SS 40 93

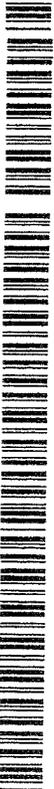
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGES,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGES FOR:

30 DAYS

13711

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA ZB1092

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

STRETCH COVERAGES

FORM: SS 04 08

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGES. A SUMMARY OF THE
COVERAGES LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGES:

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.

INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR: 30 DAYS

13712

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA ZB1092

**PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS
LIMITS OF INSURANCE**

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGES
COVERAGES INCLUDE THE FOLLOWING
COVERAGES EXTENSIONS:

12 MONTHS ACTUAL LOSS SUSTAINED

ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:

30 DAYS
30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGES
COVERAGES FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGES INCLUDES
THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

MECHANICAL BREAKDOWN COVERAGES ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGES
FORM SS 41 12

\$ 15,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA ZB1092

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
FORM SS 05 09	
GENERAL AGGREGATE	\$2,000,000

13713

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