



## AGENDA REPORT

**Meeting Date:** October 7, 2008  
**Item Number:** F-9  
**To:** Honorable Mayor & City Council  
**From:** George Chavez, City Building Official/Assistant Director of Community Development *gc*  
**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RBF CONSULTING TO PROVIDE CONSTRUCTION MANAGEMENT PLAN COORDINATION SERVICES IN SUPPORT OF THE 9900 WILSHIRE BOULEVARD PROJECT; AND  
  
AUTHORIZATION OF A PURCHASE ORDER IN THE AMOUNT OF \$580,000 FOR PROFESSIONAL CONSULTING SERVICES  
  
**Attachments:** 1. AGREEMENT

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### RECOMMENDATION

It is recommended that the City Council approve an agreement between the City of Beverly Hills and RBF Consulting to provide construction management plan coordination services for the 9900 Wilshire Boulevard project; and authorization of a purchase order in the amount of \$580,000 for the contracted services. Funds for this consultant are fully paid for by the developer as required by the project's Conditions of Approval.

### INTRODUCTION

The Community Development Department is recommending that RBF Consulting be hired to provide the City with professional construction management plan coordination services for the 9900 Wilshire Project. Interviews were conducted and RBF was jointly selected by the Beverly Hills Unified School District and the City to provide construction management plan services. This is a multi-year contract with RBF Consulting providing services through June, 2011. The Construction Management Plan Coordinator is retained to develop and maintain the Construction Management Plan for the developer on behalf of the City of Beverly Hills and Beverly Hills Unified School District. Project coordination services focus on construction mitigation measures broken down into

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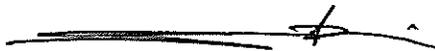
different phases including start up, demolition, excavation, grading, shoring, and building development throughout the entire construction development process.

**DISCUSSION**

Staff is requesting the City Council approve an Agreement and a purchase order to RBF Consulting in the amount of \$580,000 to provide construction management plan services to the developer as mutually agreed upon by the City of Beverly Hills and Beverly Hills Unified School District. The Agreement with RBF shall provide construction management plan services as necessary in order to comply with the requirements of the developer's "Conditions of Approval" for the 9900 Wilshire Boulevard Project Development Agreement.

**FISCAL IMPACT**

There is no fiscal impact to City. All costs associated with the performance of construction management plan coordination services will be fully covered by the developers of the 9900 Wilshire project.



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Scott Miller  
Finance Approval



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George Chavez  
Approved By

# **Attachment 1**

## Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RBF CONSULTING TO PROVIDE CONSTRUCTION  
MANAGEMENT PLAN COORDINATION SERVICES IN  
SUPPORT OF THE 9900 WILSHIRE BOULEVARD PROJECT

NAME OF CONSULTANT: RBF Consulting

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Ken Bell, Vice President

CONSULTANT'S ADDRESS: 14725 Alton Parkway  
Irvine, CA 92618-2027

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Anne Browning McIntosh,  
Interim Director of Community  
Development

COMMENCEMENT DATE: May 23, 2008

TERMINATION DATE: June 30, 2011, unless extended  
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$560,000 for professional fees  
based on the rates set forth in Exhibit B and  
not to exceed \$20,000 for reimbursable  
expenses described in Exhibit B

Total not to exceed \$580,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND RBF CONSULTING TO PROVIDE CONSTRUCTION  
MANAGEMENT PLAN COORDINATION SERVICES IN  
SUPPORT OF THE 9900 WILSHIRE BOULEVARD PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and RBF Consulting, (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services 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.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year periods pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. 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 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. 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 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 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

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

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, 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.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

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

(f) The policy or policies 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.

(g) 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.

(h) 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 policies of insurance required by this Agreement 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.

(i) 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.

(j) 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 10. 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 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) 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 full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the

effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. 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 services.

Section 13. 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 14. Changes in the Scope of Work. The 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 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. 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 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. 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 \_\_\_\_\_ 200\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

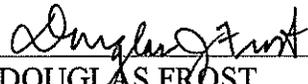
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

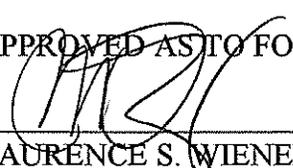
\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: RBF CONSULTING

  
\_\_\_\_\_  
KEN BELL  
Vice President

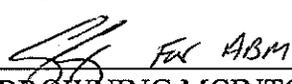
  
\_\_\_\_\_  
DOUGLAS FROST  
Executive Vice President and Chief Financial Officer

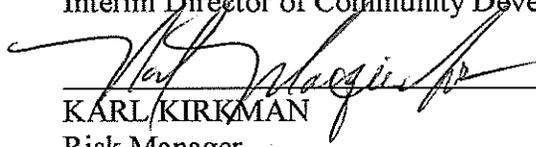
APPROVED AS TO FORM

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
ANNE BROWNING MCINTOSH  
Interim Director of Community Development

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **City of Beverly Hills Construction Management Plan Coordination Services**

CONSULTANT shall provide Professional Construction Management Plan Coordination Services in support of the 9900 Wilshire project. It is CONSULTANT's understanding that this project shall commence immediately and CONSULTANT is proposing to provide the following services for a one-year increment of this multiyear contract. The professional services to be rendered by CONSULTANT's employees performing Construction Management Plan Coordination Services are as described below.

#### **I. Start-Up / Demolition Phase (5 Months)**

1. CONSULTANT shall attend a kick off meeting with the CITY and the Beverly Hills School District (the "District") to review the project, and discuss the project mitigation measures and special concerns with the team.
2. CONSULTANT shall review the Development Agreement, Conditions of Approval, EIR and Mitigation Measures and provide a summary of the items that shall be monitored during the construction process for the 9900 Wilshire project.
3. CONSULTANT shall provide assistance in the selection and review the Sub consultant Environmental Specialists scope of work and make recommendations to the CITY to assure compliance with the Mitigation Monitoring for baseline testing for the 9900 Wilshire project.
4. CONSULTANT shall facilitate the coordination with the Environmental Specialists to provide baseline testing that meets the requirements of the EIR.
5. CONSULTANT shall assist the CITY and the Environmental Specialists to facilitate the coordination with the District to install the monitoring equipment.
6. CONSULTANT shall provide issue resolution services during the Construction Management Plan and Demolition phase of the work. When technical issues arise CONSULTANT shall provide consultation services to clarify issues and provide an approach for resolution of the project issues.
7. CONSULTANT shall facilitate the Construction Management Plan, identifying the items included and reviewing all the information prior to the CITY and the District reviews.
8. CONSULTANT shall participate in meetings throughout the construction process and shall provide necessary and prudent advice and resources to the CITY to properly develop, implement and modify the mitigation plan.

9. CONSULTANT shall attend and participate in regular construction progress meetings with the developer as requested by the CITY.
10. CONSULTANT shall provide an updated copy of the Construction Management Plan to the designated District representative and shall make the plan available at El Rodeo School.
11. CONSULTANT shall monitor the general public projects web site to assure that the CMP is the most recent.
12. CONSULTANT shall support the Environmental Compliance Monitor, and provide field assistance during construction as requested by the CITY.
13. CONSULTANT shall prepare and provide meeting minutes of meetings chaired by CONSULTANT.
14. CONSULTANT shall provide consulting services to mitigate issues that are identified in the complaint log at the request of the CITY.
15. CONSULTANT shall provide a traffic study to be undertaken within 45 days after the beginning of each school year during construction of the project to measure the then existing conditions and to determine whether unanticipated impacts resulting from the project construction are occurring. Measures to mitigate impacts are to be implemented by the developer.
16. CONSULTANT shall provide monthly reports submitted to the CITY and District.
17. CONSULTANT shall coordinate with the Developer/CITY to identify impacts of the mitigation monitoring plan.
18. CONSULTANT shall provide support as requested by the CITY to review test results.
19. CONSULTANT shall conduct field reviews as directed by the CITY to identify existing conditions in the vicinity of the El Rodeo School.

An estimate of 1,400 hours is included within this work phase. Additional Construction Management Plan Coordination services shall be performed, if requested by CITY, on an hourly basis for an additional fee. Such additional services shall be mutually agreed upon by CONSULTANT and the City Manager upon written amendment and the Agreement.

## **II. Excavation/Shoring Phase (7 Months)**

1. CONSULTANT shall facilitate the Construction Management Plan, identifying the items included and reviewing all the information prior to the CITY and District reviews

2. CONSULTANT shall participate in meetings throughout the construction process and shall provide necessary and prudent advice and resources to the CITY to properly develop, implement and modify the mitigation plan.
3. CONSULTANT shall provide issue resolution services during the Construction Management Plan and Excavation/Shoring phase of the work. When technical issues arise CONSULTANT shall provide consultation services to clarify issues and provide an approach for resolution of the project issues.
4. CONSULTANT shall attend and participate in regular construction progress meetings with the developers as requested by the CITY.
5. CONSULTANT shall provide an updated copy of the Construction Management Plan to the designated District representative and shall make the plan available at El Rodeo School.
6. CONSULTANT shall monitor the general public projects web site to assure that the CMP is the most recent.
7. CONSULTANT shall support the Environmental Compliance Monitor, and provide field assistance during construction as requested by the CITY.
8. CONSULTANT shall coordinate with the Developer/CITY to identify impacts of the mitigation monitoring plan.
9. CONSULTANT shall provide support as requested by the CITY to review test results.
10. CONSULTANT shall prepare and provide weekly meeting minutes of meetings chaired by CONSULTANT.
11. CONSULTANT shall provide consulting services to mitigate issues that are identified in the complaint log at the request of the CITY.
12. CONSULTANT shall provide a traffic study to be undertaken within 45 days after the beginning of each school year during construction of the project to measure the then existing conditions and to determine whether unanticipated impacts resulting from the project construction are occurring. Measures to mitigate impacts are to be implemented by the developer.
13. CONSULTANT shall provide monthly reports submitted to the CITY and District.

A maximum of 1,350 hours is included within this work phase. Additional Construction Management Plan Coordination services shall be performed, if requested by CITY, on an hourly basis for an additional fee. Such additional services shall be mutually agreed upon by CONSULTANT and the City Manager upon written amendment to the Agreement.

## **EXCLUSIONS**

- Material testing
- Geotechnical testing
- Construction Survey Utility potholing
- Right of Entry and permits
- All other work not specifically in this scope of services
- Hazardous waste investigations and management

## **CITY OF BEVERLY HILLS RESPONSIBILITIES**

CITY will:

- Provide access to the site.
- Provide all applicable approved improvement plans.
- Obtain all necessary right-of-entry permits.
- Pay permit fees.
- All printing and reproduction for bidding and construction.
- Acquire all required environmental clearances for the project.

**EXHIBIT B-1**

**COMPENSATION**

**City of Beverly Hills  
Construction Management Plan Coordination Services**

CONSULTANT shall be compensated for the Scope of Services described herein on a time and materials basis within the following budgets. Hourly rates for personnel working on the project are shown in Attachment I, attached hereto and incorporated by this reference

<b><u>WORK TASK</u></b>	<b><u>BUDGET</u></b>
	not to exceed
1.0 Start Up / Demolition Phase (5 Months, 22 weeks)	\$300,000
2.0 Excavation Phase (7 months, 30 weeks)	\$260,000
<b>Budget for Professional Services</b>	\$560,000
<b>Budget for Reimbursables</b>	<u>\$20,000</u>
<b>TOTAL BUDGET</b>	<b>\$580,000</b>

CITY shall reimburse CONSULTANT for expenses reasonably incurred in the performance of this Agreement for direct costs plus 5%. Milage shall be billed at .60 per mile.

Should the budget amount set for each task reach 80%, CITY and CONSULTANT shall review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization to complete the task is appropriate.

The hourly rates proposed herein shall apply until December 31, 2008. CONSULTANT shall increase those portions of the contract fee for which work must still be completed after December 2008 by ten percent (10%).

**ATTACHMENT I TO EXHIBIT B-1**

**SCHEDULE OF RATES**

**HOURLY RATE SCHEDULE**

**Effective January 2008**

**OFFICE PERSONNEL**

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Principal (Ken Bell).....	\$220.00
Engineering Principal (Michael Rudinica, Gary Miller).....	\$220.00
Senior Construction Manager (Jerome Ruddins).....	215.00
Structural Engineer (Paul Young).....	215.00
Project Manager.....	170.00
Senior Planner (Margit Allen).....	180.00
Corrosion Engineer.....	200.00
Project Engineer/Project Planner (Electrical Mechanical).....	180.00
Environmental Specialist (Eddie Torres ).....	170.00
Project Engineer/Designer/Mapper (CADD).....	120.00
Designer/Planner.....	100.00
Drafter/Graphic Artist.....	78.00
Environmental Analyst/Staff Planner.....	78.00
Assistant Engineer/Planner.....	70.00

**FIELD PERSONNEL**

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2-Person Survey Crew.....	\$225.00
1-Person Survey Crew.....	160.00
Field Supervisor.....	145.00

**CONSTRUCTION MANAGEMENT PERSONNEL**

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Construction Manager.....	\$158.00
Field Superintendent.....	133.00
Resident Engineer/Project Manager.....	133.00
Senior Construction Inspector.....	103.00
Assistant Field Superintendent.....	100.00
Construction Inspector.....	100.00
Field Office Engineer.....	95.00
Construction Technician (Nora Doyle).....	85.00

**OTHER SERVICE FEES**

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Consultation Relative to Legal Actions.....	350.00
Vehicle Mileage.....	0.60/mile

Note:

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 5%. A Sub consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, sub consultant consultation and insurance.

## EXHIBIT B-2

### Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall make reasonable effort to review invoices within fifteen (15) working days from the receipt date and will notify CONSULTANT of incorrect items. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_