



## AGENDA REPORT

**Meeting Date:** July 19, 2016

**Item Number:** E-11

**To:** Honorable Mayor & City Council

**From:** Raj Patel, Assistant Director of Community Development / City Building Official

**Subject:** AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE HEAVY CONSTRUCTION VEHICLE INSPECTIONS AND RELATED SERVICES; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$150,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$200,000

**Attachments:**

1. Amendment No. 1
2. Agreement No. 443-15

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### **RECOMMENDATION**

Staff recommends that the City Council approve a \$150,000 amendment to the current agreement between the City of Beverly Hills and Trukspect Inc. for heavy construction vehicle inspections and related services paid for by permittees to support the Trousdale Estates Heavy Truck Regulations. Staff is also requesting the approval of a change order in the amount of \$150,000 to the current purchase order for a total not-to-exceed amount of \$200,000 for the contracted services until its termination date of June 30, 2017, renewable for two additional one-year terms.

### **INTRODUCTION**

At the June 30, 2015 meeting, staff recommended implementing an ordinance to codify the City's Interim Regulations on the Trousdale Heavy Truck Regulations and adopt a resolution establishing fees for the administration of the regulations. The City Council adopted Ordinance No. 15-O-2683 and Resolution No. 15-R-3044, both went into effect August 29, 2015.

**DISCUSSION**

Under the Trousdale Estates Heavy Truck Regulations, heavy construction vehicles accessing Beverly Hills' construction sites for hauling within the Trousdale Estates Area must be annually inspected and certified by the Department of Community Development. This certification process requires that each vehicle pass an inspection and be equipped with safety mechanisms, such as secondary braking systems. Additionally, all heavy construction vehicles are subject to annual re-inspection.

On August 24, 2015, the City entered into an agreement with Trukspect, Inc., Agreement No. 443-15, to provide services for heavy construction vehicles as the City's licensed safety inspector in accordance with BHMC Section 9-8-6. The initial consideration for this Agreement was set at \$50,000 to cover the costs of their services during fiscal year 2015-2016. To date, Trukspect, Inc. inspected approximately 426 vehicles. Of the inspected vehicles, 334 vehicles have received certification by the City for hauling within the Trousdale Estates Area.

As of August 29, 2015, staff has been collecting vehicle inspection and administrative fees from applicants for heavy construction vehicle inspections. Staff coordinates all inspections with Trukspect, Inc. and certifies only those vehicles that meet all the criteria of the inspection process. Staff is expecting the number of vehicle inspections to remain the same for fiscal year 2016-2017; therefore, the revenue collected from applicants in vehicle inspections fees is estimated to be \$66,667. As such, staff is requesting to increase the consideration amount for Agreement with Trukspect, Inc. by \$150,000 for a total not-to-exceed amount of \$200,000, which will cover the inspections costs during the three year term of this agreement.

**FISCAL IMPACT**

There is no fiscal impact to the City as the permittee pays the cost for the heavy vehicle inspections services.

Susan Healy-Keene  
\_\_\_\_\_  
Approved By  
Susan Healy-Keene, AICP  


# **Attachment 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE HEAVY  
CONSTRUCTION VEHICLE INSPECTIONS AND RELATED SERVICES

NAME OF CONSULTANT: Trukspect, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Billy Y. Velez, President

CONSULTANT'S ADDRESS: P. O. Box 962  
Whittier, CA 90608  
Attention: Billy Y. Velez, President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Susan Healy Keene, AICP  
Director Community Development

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2017, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement: Total not to exceed \$50,000.00 (FY2015-16), based on the rates set forth in Exhibit B

Amendment No. 1:  
FY 2016-17: Not to exceed \$66,667  
FY 2017-18 (if extended): Not to exceed \$66,667  
FY 2018-19 (if extended) Not to exceed \$66,667

Original Agreement and Amendment No. 1: Total Not to Exceed \$250,001, based on the rates set forth in Exhibit B.

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE HEAVY CONSTRUCTION VEHICLE INSPECTIONS AND RELATED SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and Trukspect, Inc., dated August 24, 2015, identified as Contract No. 443-15 (hereinafter "CONTRACTOR").

RECITALS

A. City entered into a written agreement, dated August 24, 2015, to provide CITY with heavy construction vehicle inspections and related services.

B. CITY desires to amend the Agreement to increase the consideration to accommodate a greater than anticipated number of vehicles requiring inspection.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above on the cover page of this Agreement.

Section 2. Exhibit B, "Schedule of Payment and Rates or Unit Costs", shall be amended as attached and incorporated herein.

Section 3. Except as specifically amended herein, the Agreement shall remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

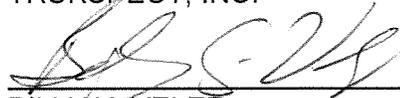
\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

[Signatures continue]

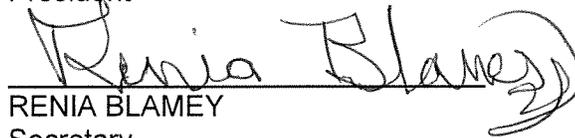
ATTEST:

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

TRUKSPECT, INC.

  
\_\_\_\_\_

BILLY Y. VELEZ  
President

  
\_\_\_\_\_

RENIA BLAMEY  
Secretary

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director Community Development

*per*   
\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Interim Risk Manager

**EXHIBIT B**  
**SCHEDULE OF PAYMENT AND RATES OR UNIT COSTS**

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in the following amounts:

- |                               |                           |
|-------------------------------|---------------------------|
| (a) FY 2015-16                | Not to exceed \$50,000.00 |
| (b) FY 2016-17:               | Not to exceed \$66,667.00 |
| (c) FY 2017-18 (if extended): | Not to exceed \$66,667.00 |
| (d) FY 2018-19 (if extended): | Not to exceed \$66,667.00 |

RATES

\$175.00 flat rate for each heavy vehicle inspection performed at a CITY location or heavy vehicle owner/operator location within the County of Los Angeles, excluding the cities of Palmdale and Lancaster.

\$200.00 flat rate fee for each heavy vehicle inspection performed at a heavy vehicle owner/operator location within Ventura County or in the cities of Palmdale and Lancaster.

\$50.00 flat rate fee for each heavy vehicle re-inspection or trailer inspection performed.

Remedial driver's training for heavy vehicle owners/operators, if needed, shall be subject to the mutual agreement of CITY and CONTRACTOR and charges shall be based on \$95.00 per hour and shall include travel of one hour portal to portal, and \$0.51 cents per mile in Los Angeles County (with exception of the cities of Palmdale and Lancaster).

Fees identified in this schedule shall remain in effect until June 30, 2017. CONTRACTOR shall notify CITY in writing of any fee changes by April of every calendar year beginning in 2017 and shall not be effective until July 1<sup>st</sup> in accordance with CITY's fiscal year fee schedule. Mid-year adjustments shall become effective in accordance with CITY's annual schedule of fees and charges updates.

SCHEDULE OF PAYMENT

CONTRACTOR shall submit an itemized statement to CITY for services performed, which shall include documentation setting forth in detail a description of the services rendered including payment receipts. CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of same.

# **Attachment 2**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
TRUKSPECT, INC. TO PROVIDE HEAVY CONSTRUCTION VEHICLE  
INSPECTION AND RELATED SERVICES

NAME OF CONTRACTOR: Trukspect, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Billy Y. Velez, President

CONTRACTOR'S ADDRESS: PO Box 962  
Whittier, CA 90608  
Attention: Billy Y. Velez, President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Susan Healy Keene, AICP, Director,  
Community Development Department

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2017, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$ 50,000 and based on the rates set forth in Exhibit B including reimbursable

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
TRUKSPECT, INC. TO PROVIDE HEAVY CONSTRUCTION VEHICLE  
INSPECTION AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Trukspect, Inc. (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance.

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

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

Section 3. Compensation.

(a) Compensation

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

(b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

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

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

(a) Fee changes Notification. CONTRACTOR shall notify the CITY in writing of any fee changes by April of every calendar year and shall not be effective until July 1<sup>st</sup> in accordance with the CITY's fiscal year fee schedule. Mid-year adjustments will become effective in accordance with the CITY's annual schedule of fee updates.

Section 5. Independent Contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

(c) 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.

(d) CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

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

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

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

Section 12. Indemnification. CONTRACTOR 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 CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

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

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

Section 16. 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 CONTRACTOR must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, 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 CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

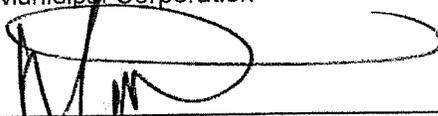
Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. 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 24<sup>th</sup> day of August 2015, at Beverly Hills, California.

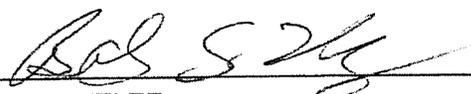
CITY OF BEVERLY HILLS  
A Municipal Corporation



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MAHDI ALUZRI *KK*  
Interim City Manager

CONTRACTOR: Trukspect, Inc.



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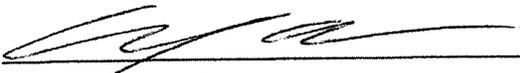
BILLY Y. VELEZ  
President

APPROVED AS TO CONTENT



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SUSAN HEALY KEENE, AICP  
Director of Community Development  
Department



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KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall perform the following services:

Provide remedial driver's training for vendor upon written request of the City Manager or his designee.

Upon request of vehicle owner/operator to schedule an appointment, perform physical inspections and certifications of compliance with CITY safety heavy vehicle standards in accordance with Department of California Highway Patrol CHP 800H (REV 08-07) OPI 062 on behalf of CITY. Heavy vehicles shall include those with a gross vehicle weight rating over 26,000 pounds, over 10,000 pounds with three or more axles, and any trailer or semitrailer with a gross vehicle weight rating over 10,000 pounds and/or used in combination with the vehicles listed above. This inspection is in addition to the requirement on heavy vehicle owners/operators to comply with the California Biennial Inspection of Terminals Program.

Mutually agree upon an inspection location with heavy vehicle owner/operator. The inspection location may be at site within CITY as specified by CITY, Los Angeles County, the cities of Lancaster and Palmdale or Ventura County.

Notify CITY immediately of each vehicle owner/operator appointment providing the date, time and location of each appointment.

Utilize vehicle inspection form agreed upon between the CITY and CONTRACTOR. CONTRACTOR shall submit all completed forms to CITY within 24 hours of each heavy vehicle inspection. Completed forms must include:

- Inspection checklist identifying passed or failed results
- CITY payment receipt number. One for each individual vehicle or trailer inspected.
- Vehicle Identification
- Customer Contact Information

Provide remedial driver's training for vendor upon written request of the City Manager or his designee.

Provide additional heavy vehicle training and evaluation services for vehicle owners/operators such as general defensive driving courses and heavy vehicle pre-trip inspection as requested by the City Manager or his designee in writing.

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT AND RATES OR UNIT COSTS**

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) at the following rates:

\$175.00 flat rate for each heavy vehicle inspection performed at a CITY location or heavy vehicle owner/operator location within the County of Los Angeles, excluding the cities of Palmdale and Lancaster.

\$200.00 flat rate fee for each heavy vehicle inspection performed at a heavy vehicle owner/operator location within Ventura County or in the cities of Palmdale and Lancaster.

\$50.00 flat rate fee for each heavy vehicle re-inspection or trailer inspection performed.

Remedial driver's training for heavy vehicle owners/operators, in needed, shall be mutually agreed upon by CITY and CONTRACTOR and charges shall be based on \$95.00 per hour and shall include travel of one hour portal to portal, and \$0.51 cents per mile in Los Angeles County (with exception of the cities of Palmdale and Lancaster).

CONTRACTOR shall submit an itemized statement to CITY for services performed, which shall include documentation setting forth in detail a description of the services rendered including payment receipts. CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of same.

Fees identified in this schedule shall remain in effect until June 30, 2017.

CONTRACTOR shall notify the CITY in writing of any fee changes by April of every calendar year and shall not be effective until July 1<sup>st</sup> in accordance with the CITY's fiscal year fee schedule. Mid-year adjustments will become effective in accordance with the City's annual schedule of fee updates.

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**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> WORKER'S COMPENSATION					

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

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

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

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

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

DATE : \_\_\_\_\_ BY : \_\_\_\_\_  
 \_\_\_\_\_ Authorized Insurance Representative  
 TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_