



## AGENDA REPORT

**Meeting Date:** October 18, 2016  
**Item Number:** D-7  
**To:** Honorable Mayor & City Council  
**From:** Gregory Barton, Deputy Fire Chief  
**Subject:** AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN BAUER COMPRESSORS INC. AND THE CITY OF BEVERLY HILLS TO FURNISH LABOR AND MATERIALS FOR AN AIR COMPRESSOR AND COMPONENTS FOR THE BEVERLY HILLS FIRE DEPARTMENT

**Attachments:** 1. Amendment No. 1

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve Amendment No.1 to an Agreement between the City of Beverly Hills and Bauer Compressors Inc. to furnish labor and materials for an air compressor and components purchase for the Fire Department's breathing apparatus.

### **INTRODUCTION**

Previously, the City Council approved Agreement 344-16 on August 16, 2016 which included a Professional Liability insurance requirement. This insurance requirement was added unnecessarily to the original agreement. Due to the prohibitive cost of such insurance coverage for the vendor, and after consulting with the Interim Risk Manager, who confirmed that the existing General Liability requirements are more than adequate to cover the scope of work, staff is recommending that the City Council approve Amendment No.1 which only eliminates the Professional Liability Insurance requirement to the agreement.

### **DISCUSSION**

The Beverly Hills Fire Department needs to purchase a modern air compressor to comply with current industry standards and interoperability with neighboring fire departments. The current air compressor has reached the end of its useful function under past breathing air standards. The proposed Bauer Air Compressor is a required piece of equipment designed to fill Self-Contained Breathing Apparatus (SCBA) cylinders to be used in Immediately Dangerous to Life and Health (IDLH) conditions, as defined by the National Institute for Occupational Safety and Health (NIOSH).

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**FISCAL IMPACT**

None.

A handwritten signature in black ink, appearing to read "Ralph E. Mundell", written in a cursive style.

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Ralph E. Mundell, Fire Chief

# **Attachment 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN BAUER  
COMPRESSORS INC. AND THE CITY OF BEVERLY HILLS TO  
FURNISH LABOR AND MATERIALS FOR AN AIR COMPRESSOR  
AND COMPONENTS FOR THE BEVERLY HILLS FIRE  
DEPARTMENT

NAME OF CONTRACTOR: Bauer Compressors, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: William Dickson, Principal Contractor

CONTRACTOR'S ADDRESS: 1328 Azalea Garden Road Norfolk VA  
23502-1904

CITY'S ADDRESS: City of Beverly Hills  
445 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Ralph Mundell, Fire Chief

COMMENCEMENT DATE: August 24, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$72,284.94

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN BAUER COMPRESSORS INC. AND THE CITY OF BEVERLY HILLS TO FURNISH LABOR AND MATERIALS FOR AN AIR COMPRESSOR AND COMPONENTS FOR THE BEVERLY HILLS FIRE DEPARTMENT

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Bauer Compressors, Inc. (hereinafter called "CONTRACTOR"), dated August 16, 2016 and identified as Contract No. 344-16, a copy of which is in the City Clerk's office.

RECITALS

A. CITY and CONTRACTOR entered into an agreement for CONTRACTOR to furnish labor and materials for an air compressor and components.

B. CITY and CONTRACTOR desire to amend Section 11 of the Agreement to remove the professional liability insurance requirement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 11 entitled "Insurance" shall be amended as follows:

"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 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 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, or on a form acceptable to the Risk Manager. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured with respect to operations performed on behalf of the City.

(f) To extent of loss attributable to Contractor, 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."

Section 2. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

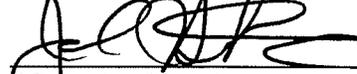
CITY OF BEVERLY HILLS  
A Municipal Corporation

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

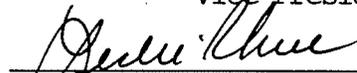
ATTEST:

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

CONTRACTOR NAME:

  
\_\_\_\_\_  
JOSEPH STARK

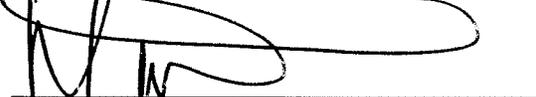
Vice President of Operations

  
\_\_\_\_\_  
LESLIE RHUE  
Chief Financial Officer

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
RALPH E. MUNDELL  
Fire Chief

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