



AGENDA REPORT

Meeting Date: September 15, 2009
Item Number: F-11
To: Honorable Mayor & City Council
From: Donielle Larson, Associate Project Manager
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ONE SOURCE FACILITIES GROUP, LLC FOR FURNITURE PURCHASE AND INSTALLATION AT CITY HALL SECOND FLOOR; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$187,470 TO ONE SOURCE FACILITIES GROUP, LLC FOR THE PURCHASE AND SERVICES

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve an agreement with One Source Facilities Group, LLC for the purchase and installation of staff work stations and office furniture for the second floor as part of the City Hall part 2 remodel, in the amount of \$172,470; a contingency of \$15,000; and approval of a Purchase Order in the amount of \$187,470.

INTRODUCTION

As part of the Civic Center development in 1988, City Hall was furnished with office and systems work station furniture. This furniture has provided adequate service for 20 years and has reached the end of its life cycle; the product needs to be replaced due to worn surfaces and ergonomic advances. The proposed agreement for work station and office furniture for the City Hall second floor will replace furniture provided under the previous remodel. A follow up submission requesting approval for the third floor office furniture will be presented at future City Council meeting.

DISCUSSION

Over three years ago, the City initiated a comprehensive upgrade of the City Hall building, which was last remodeled over 20 years ago. The project was broken into two

parts in order to avoid having to close the entire City Hall. Part 1, completed in 2008, comprised of remodel of the ground floor of City Hall into a one-stop Customer Service Center. It also addressed new staff work stations, upgraded wall, ceiling and floor finishes and improved energy-efficient HVAC, lighting and life-safety systems. Part 2, currently underway, will complete the necessary infrastructure improvements on the second and third floors that will continue to extend the useful life of the building, avoiding the need for new office space. This includes new systems work station furniture, which will support space planning upgrades that consider the consolidation of departments that was implemented starting six years ago. The results of this work will mean durable, simple office spaces with efficient adjacencies and quality energy and life safety systems.

The Kimball systems work station furniture, supplied by One Source Facilities, was selected and purchased for the City Hall Ground Floor Remodel. For that project, systems work station furniture from several of the leading furniture manufacturers were evaluated for quality, features and ergonomic standards. The cost proposal from One Source Facilities for the Kimball product was the lowest of the submitted proposals.

In the May 27, 2009 staff report submitted for the award of construction contract for the second and third floors remodeling work, a budget of \$450,000 was identified for the purchase and installation of Kimball furniture. This agreement is for the second floor furniture, and is submitted at this time to coordinate with the construction schedule and avoid any warehouse storage costs. It should be noted that the specifications and details for the third floor space plan are currently being finalized. An amendment to this agreement for the purchase of work stations and office furniture for the third floor will be submitted for City Council approval in November.

In addition to providing competitive pricing, One Source Facilities has been selected for the City Hall Remodel – Phase II for its commitment to a high level of customer service and providing a quality product. The basis for the cost proposal is General Administration Services (GSA) pricing ensuring that the City receives the best competitive cost for the product.

The proposed agreement will provide furniture for 29 staff work stations, six offices and conference rooms on the second floor of City Hall. In addition, there is a contingency of \$15,000 for furniture items that are not specified, but would be necessary to complete the project. The work stations specified are in conformance with the ergonomic standards that the City has set.

FISCAL IMPACT

Funding for this purchase and installation has been allocated from the FY 09-10 Capital Improvement Program budget for the City Hall Master Project #0851.



Scott G. Miller
Finance Approval



FOR David D. Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ONE SOURCE FACILITIES GROUP, LLC FOR FURNITURE PURCHASE AND INSTALLATION AT CITY HALL SECOND FLOOR

NAME OF VENDOR: ONE SOURCE FACILITIES GROUP, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: Phillip Sapon, President

VENDOR'S ADDRESS: 136-D Broxton Avenue
Los Angeles, CA 0024
Attention: Phillip Sapon, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider, Director of Project Administration

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: March 31, 2010

CONSIDERATION: Fee: \$172,470.00 as more particularly described in Exhibit A

Contingency for additional work not to exceed \$15,000.00, as more fully described in B-1

Total not to exceed \$187,470.00 (includes all applicable sales tax);

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ONE
SOURCE FACILITIES GROUP, LLC FOR FURNITURE PURCHASE AND
INSTALLATION AT CITY HALL SECOND FLOOR

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and One Source Facilities Group, LLC (hereinafter called "VENDOR").

RECITALS

A. CITY desires to obtain services of a contractor to perform work as described in Exhibit A ("Project"), attached hereto and incorporated herein.

B. VENDOR represents that it is licensed, qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform and complete in good and workmanlike manner the Scope of Work described in Exhibit A in a manner satisfactory to CITY.

Section 2. Time of Performance. VENDOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. VENDOR shall perform the services on or by the Termination Date set forth above, unless extended in writing by the City Manager or his designee pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate VENDOR for the services and/or goods provided under this Agreement, and VENDOR 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.

(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 VENDOR 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, VENDOR shall submit to City a detailed invoice, on a monthly basis or less frequently as approved by City, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period reflecting the actual amount of work completed or the percentage of the completed work and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 5. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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 VENDOR without the prior written approval of CITY. Any attempt by VENDOR 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) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR 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. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. All personnel engaged in the work shall be qualified to perform such work.

Section 9. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. The cost of any change order must be agreed to by both parties in writing.

Section 10. Interests of VENDOR. VENDOR 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 VENDOR.

Section 11. Insurance.

(a) VENDOR 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 VENDOR.

(b) VENDOR 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 VENDOR in performing the services required by this Agreement.

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

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

(e) 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.

(f) VENDOR 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 VENDOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability 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.

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

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

Section 12. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claims, 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 VENDOR or any person employed by VENDOR 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 (5) days written notice to VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall VENDOR be entitled to receive more than the amount that would be paid VENDOR for the full performance of the services required by this Agreement. VENDOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Notice. Any notice, 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, designated in writing pursuant to this section.

Section 15. Prevailing Wages. In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. VENDOR will be required to pay to all persons employed on the project by the VENDOR sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State of California.

Section 16. Affirmative Action in Contracting Policy. CITY is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. VENDOR expressly agrees to comply with the CITY's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. VENDOR and every supplier of materials and services shall be an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

Section 17. Standard Specifications. In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done in accordance with the provisions of the most current edition of "Standard Specifications for Public Works Construction" (commonly known as "the Green Book") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these General Specifications shall apply to and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

Section 18. Compliance with Labor Laws. VENDOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. VENDOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of CITY and is available for inspection and reference during regular business hours.

Section 19. Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the VENDOR's sole expense.

Section 20. Licenses and Permits. Except as provided herein below, VENDOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation.

Costs for obtaining CITY permits required under this Agreement will be waived. All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.

Section 21. Assignment of Unfair Business Practices. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, VENDOR or its subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to VENDOR, without further acknowledgment by the parties.

Section 22. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) VENDOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

(i) Material that VENDOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or Class III disposal site in accordance with provisions of existing law.

(ii) Subsurface or latent physical conditions at the site differing from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Agreement.

(b) CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the VENDOR's cost of, or the time required for, performance of any part of the work shall be in the form of a written amendment to the Agreement.

(c) In the event that a dispute arises between the CITY and VENDOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in VENDOR's cost of, or time required for, performance of any part of the work, VENDOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. VENDOR shall retain any and all rights provided either by the Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

Section 23. Special Conditions.

(a) Hours of Work. All construction activity shall be performed only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. For any construction activity to be performed after these hours or on weekends, VENDOR shall obtain the written approval of the CITY's representative.

(b) Conduct of the Work. Workmen shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no loud noise, shouting or other extraneous activity that might cause disruption to staff or patrons as the case may be. The operations City Hall Second Floor will remain open throughout the construction period.

(c) Storage will be limited to the Project area.

(d) VENDOR shall have a competent representative on the Project site at all times Work is in progress. Communication given to the representative shall be binding as if given to the VENDOR. VENDOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the CITY's representative, with a qualified, competent replacement acceptable to the CITY's representative.

(e) VENDOR shall submit schedule information to the CITY's representative for integration into the overall Project schedule. Activity information shall be of sufficient detail to ensure adequate coordination, planning and execution of the work within the Time of Performance required by the Agreement.

(f) Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the VENDOR as the work progresses. The CITY may elect if required, upon written notice to the VENDOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 24. 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 25. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 26. 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 27. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 28. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 29. 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

NANCY KRASNE
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

VENDOR: ONE SOURCE FACILITIES GROUP, LLC



PHILLIP SAPON
President



TED AFETIAN
Secretary

APPROVED AS TO FORM:



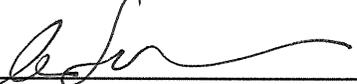
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager, ICMA-CM



FOR DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide all materials, necessary equipment, and skilled labor to provide and perform the following scope. VENDOR guarantees that the work shall be performed in accordance to the drawings and specifications prepared by RTK, CITY's architect, and direction provided by Stegeman & Kastner, CITY's consultant. VENDOR shall have at all times management on site familiar with the project and with authority to direct its staff. In addition, VENDOR agrees to comply with all required regulations and safety procedures, and provide its services to CITY's full satisfaction.

SCOPE OF WORK (One Source Facilities Group Proposal #4228, dated 8/14/09)
("Proposal")

VENDOR shall supply all labor, materials and equipment to install furniture in accordance with the VENDOR'S proposal as follows:

Deliverables

Case Goods:

Kimball Priority \$30,801.00

Locations:

- 4 offices in City Attorney area
- 1 office in Human & Recreation Services area
- 1 office in the Administration area

Systems Furniture:

Footprint Traxx & Tiles \$80,322.00

Locations:

- 5 workstations in the Communications area
- 2 workstations in the City Attorney offices area
- 5 workstations in the Human & Recreations area
- 6 workstations and 1 office in the Administration support area
- 3 workstations and 1 office in the Administration area
- 2 conference rooms

Filing:

Kimball Fundamental \$19,325.00

Locations:

- 1 file center in Administration area
- 1 file center in Human & Recreation area
- Misc. files in workstations areas
-

Seating:

Guest and Conference \$13,577.00

- All guest seating through out the project and the 2 conference rooms

Overhead Cabinet Dampers: \$4,000.00
• Retrofit for all the easy down overhead storage units

Project Management: \$3,445.00

Delivery & installation of all furniture purchased \$21,000.00

VENDOR shall work during regular business hours only.

SCHEDULE OF WORK

Start work upon receipt of approved Agreement and Notice To Proceed
Complete work within 45 days from commencement

WARRANTY

One (1) year materials and labor

CONTINGENCY

Not to exceed \$15,000 as described in Exhibit B-1 \$15,000.00

EXHIBIT B-1

PAYMENT TERMS

CITY shall compensate VENDOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed One Hundred Seventy-two Thousand Four Hundred Seventy Dollars (\$172,470.00) and further described in Exhibit A.

A Contingency in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A, and shall not be undertaken without the express direction by CITY in writing. Compensation for said additional work shall be mutually agreed upon by the parties in writing.

In no event shall the Fee and Contingency exceed One Hundred Eighty-seven Thousand Four Hundred Seventy Dollars (\$187,470.00).

EXHIBIT B-2

SCHEDULE OF PAYMENT

VENDOR shall submit an itemized statement to CITY on a CITY approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same. Payment shall be made upon the satisfactory completion and submission of the deliverables described in Exhibit A.



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.	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"/> VENDOR'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:
 Y: _____

TITLE: _____
 ADDRESS: _____

RM02.DOC REVISED 10/14/96.