



AGENDA REPORT

Meeting Date: May 18, 2010
Item Number: F-6
To: Honorable Mayor & City Council
From: Ara Maloyan, Deputy City Engineer
Anne Zaworski, Principal Civil Engineer *AZ*
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE ENGINEERING EVALUATION AND REHABILITATION DESIGN SPECIFICATIONS RELATED TO RESERVOIR 4A'S EXISTING CONDITION; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$127,250 TO KEC ENGINEERS, INC

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the "Agreement between the City of Beverly Hills and KEC Engineers, Inc. to provide engineering evaluation and rehabilitation design specifications related to Reservoir 4A's existing condition"; and issuance of a purchase order to KEC Engineers, Inc. in the amount of \$127,250.

INTRODUCTION

Reservoir 4A, constructed in 1954, is a partially buried reinforced concrete structure. The reservoir has a storage capacity of 2.2 MG and provides domestic supply and fire protection to the westerly portion of Zone 8 of the City's water distribution system (area between Coldwater Cañon Drive and the west City limits). Reservoir 4A is divided into North and South basins, each of which can be operated independently. Retaining walls are located on one side of the reservoir roof and on two sides of the reservoir footing.

DISCUSSION

In January 1999, Water Operations personnel observed cracks in the reservoir. Dale Wah of ASL Consulting Engineers of Pasadena was contracted to provide a structural opinion on the condition of the reservoir and the southern retaining wall and he concluded that:

- a) "the reservoir for the most part was in very good condition for its age and that the cracks observed had not significantly affected the original integrity of the structure and is repairable in all cases by injecting a flexible sealant into the cracks" and
- b) "the retaining wall appears to be stable; however, it is in need of some remedial action in order to prevent the occurrence of future distress to the wall, which appears to have been caused by excessive root growth behind the wall."

In June 1999, a contract was awarded to C. W. Neal Corporation for the installation of a flexible membrane on the top surface of the reservoir roof, crack and joint sealing, corrosion repair, and installation of new entrance hatches at Reservoir 4A; based on ASL's design recommendations. Construction commenced in September 1999 and was completed in November 1999 at a total cost of \$150,479. The City received a five-year warranty on the roof membrane and a one-year warranty on the crack repairs.

In August of 2002, the engineering company, Black and Veatch, prepared a Water System Master Plan report for the City of Beverly Hills, which included a section on "Reservoir 4A Facility Analysis" wherein they referred to the structural assessment completed by ASL in 1999; that stated that, "the reservoir is structurally sound" and that the 1999 roof membrane retrofit work was completed by C.W. Neal.

According to the City's Water Operations Manager, the 1999 crack and joint injection sealing was reliable for about five (5) years.

In October 2006, RBF Consulting was contracted to investigate and prepare design specifications for the replacement of the inlet/outlet lines connecting Reservoir 4A with the main located in Coldwater Cañon Drive (via Coldwater Bridle Path). Upon completion of the design by RBF in December 2007, a contract was awarded to J. Fletcher Creamer and Sons to replace these inlet/outlet lines at a cost of \$500,000. Construction was completed in December 2008.

In December 2008, a "Report of Structural Crack Investigation of Reservoir 4A" was submitted to Water Operations staff by Dale Wah recommending that:

- a) "All wall cracks to be pressure injected with polysulfide" and
- b) "the underside of the precast roof panels in both chambers and all surfaces of the beams and girders in the south chamber be coated with Zebron or an equivalent waterproofing membrane coating.

In July 2009, Water Operations staff received a proposal from Zebron of Newport Beach to line the interior surfaces (walls and roof) of Reservoir 4A with a Zebron hybrid

polyurethane coating at a cost of \$485,750, for which the City would receive a five-year warranty.

During the Engineering Division staff's detailed review of all of the Engineering Reports, (retrofit work and crack sealing completed over the last eleven years), staff concluded that it would be fiscally prudent to investigate the potential costs associated with retrofitting this 46 year old tank in lieu of merely crack sealing the walls again.

Consequently, in November 2009, staff sent out three requests for proposal (RFP) to provide professional engineering services for the "Evaluation of Reservoir 4A's remaining useful life and alternative recommendations for repair or replacement of the reservoir". By February 2010, staff received proposals from three consultants (Black and Veatch, KEC Engineers and Tetra Tech). Engineering staff reviewed and evaluated these proposals based on the Qualifications-Based Selection (QBS) process established by the United States Congress as part of the Brooks Act (Public Law 92-582) and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects. It is a competitive contract procurement process; whereby, consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and consultant fee. Under a QBS procurement, the cost of the work is not considered when making the initial selection of the best or most appropriate provider of the professional service required.

The evaluation process resulted in staff's unanimous selection of KEC Engineers, Inc. to prepare the requested evaluation, seismic analysis, and rehabilitation contract documents.

On March 17, 2010, staff met with KEC and a number of Tank Rehabilitation Contractors and conducted an internal visit of Reservoir 4A. After the site visit, all parties agreed with the approach staff was taking. The general consensus was that the City might well be able to retrofit Reservoir 4A for a cost that would vary minimally from the coating cost received from Zebron and receive a far more extensive warranty.

Staff recommends approval of an agreement with KEC Engineers for a detailed evaluation and seismic analysis of Reservoir 4A and the existing site boundary retaining wall. KEC would also assist with the preparation of contract documents for rehabilitation of the tank to increase its remaining lifespan by at least 10 years, and repair of the existing retaining wall.

FISCAL IMPACT

Funds for this project are provided as follows:

FUND	PROJECT NUMBER	SUB-PROJECT NUMBER	FUNDING SOURCE	AMOUNT
80	796	35-80-0796-85040	80 Water Enterprise Net Assets	\$127,250

 Scott Miller
Finance Approval

 David Gustavson
Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE ENGINEERING EVALUATION AND REHABILITATION DESIGN SPECIFICATIONS RELATED TO RESERVOIR 4A'S EXISTING CONDITION

NAME OF CONSULTANT: KEC Engineers, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Kavous Emami, P.E., Principal in Charge

CONSULTANT'S ADDRESS: 13201 9th Street
Chino, CA 91710
Attention: Kavous Emami, P.E., Principal in Charge

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David D. Gustavson, Director of Public Works & Transportation

COMMENCEMENT DATE: May 19, 2010

TERMINATION DATE: December 31, 2010

CONSIDERATION: \$127,250.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEC ENGINEERS, INC. TO PROVIDE ENGINEERING EVALUATION AND REHABILITATION DESIGN SPECIFICATIONS RELATED TO RESERVOIR 4A'S EXISTING CONDITION

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT 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 CONSULTANT 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. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT 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.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT 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) 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 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT'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. CONSULTANT 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 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

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

(i) 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.

(ii) 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 Scope of Work required by this Agreement.

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

(iv) Professional Liability Insurance. 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

(b) CONSULTANT 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) 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.

(e) 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 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 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.

(g) 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 12. 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 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 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 based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT 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 CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT'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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. 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 _____ 20 ___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: KEC ENGINEERS, INC.

Kavous Emami
KAVOUS EMAMI
President

Pamela R. Emami
PAMELA R. EMAMI
Secretary

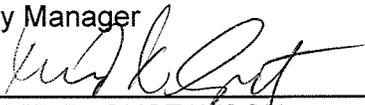
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

1. Review and assess all existing record drawings, reports and documents pertaining to design and construction of this reservoir.
2. Perform surveying to establish a reference point for horizontal and vertical control for future construction.

Deliverables: Survey data and a nail and tag point near the reservoir site.

3. Meet with CITY staff on an as-needed basis to establish and coordinate work activities

Deliverables: Meeting minutes and coordination **(Phase 1, 5%)**

3. Perform a soils investigation of the reservoir site by obtaining a minimum of four boreholes (25' deep boreholes).

Deliverables (Phase 1, 25%):

- (a) *Four borings to a depth of 25' deep outside the tanks*
- (b) *Eleven 4-inch core samples inside the tank chambers*
- (c) *Moisture content/dry density tests*
- (d) *Compaction tests*
- (e) *Grain size tests*
- (f) *Direct shear tests (peak and ultimate strength)*
- (g) *Petro-graphic analysis of the 2" core samples*
- (h) *Prepare final soils report to include site specific design parameters and slope stability*
- (i) *Prepare a summary report of the overall project assessment*

4. Structural assessment and seismic analysis of the existing reservoir and structural evaluation of the existing southern retaining wall, and proposed solutions to mitigate potential failure.

Deliverables (Phase 1, 25%, Phase 2, 50%):

- (a) *Perform computer modeling and stress analysis of the existing tank and retaining wall*

- (b) *Outline the structural design criteria*
- (c) *Prepare a summary report of the findings and propose remedial solutions*
- (d) *Prepare structural drawings and specifications for repairs and/or strengthening of the tanks and the retaining wall in accordance with ACI 350.3.*

5. *Corrosion testing and evaluation.*

Deliverables (Phase 1, 25%):

- (a) *Perform non destructive testing*
- (b) *Perform non destructive potential measurements where there is access to exposed reinforcement steel.*
- (c) *Measure Ph at several test locations where accessible*
- (d) *Measure continuity if possible*
- (e) *Perform laboratory testing for Iron Chloride(FeCl₃) and Chloride(Cl)*
- (f) *Prepare a letter report with tabulated data and findings including recommendations for controlling corrosion.*

6. Perform a thorough inspection of the cracks inside the reservoir and plot the location of the critical cracks including the size, length, and depth of each critical crack.

Deliverables: Report location of the cracks (Phase 1, 10%)

7. Take photographs of each crack prior to and after repairs for comparison and establishing a baseline for the warranty of the work.

Deliverables (100% completion for both phases 1, & 2)

CONSULTANT shall produce a comprehensive report describing our research, observations, findings, and recommendations. The report will include the soils analysis of the reservoir site and the analysis of the reservoir structure obtained during our field investigations. The report will address evaluation and lining of the existing reservoir with polyurethane or other acceptable liners.

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CONSULTANT shall produce a comprehensive report describing our research, observations, findings, and recommendations. The report will include the soils analysis of the reservoir site and the analysis of the reservoir structure obtained during our field investigations. The report will address evaluation and lining of the existing reservoir with polyurethane or other acceptable liners.

CONSULTANT shall prepare a cost estimate and a life cycle cost analysis for repairing or replacing the reservoir. We will prepare performance specifications for the selected chosen rehabilitation method. We will meet with CITY staff to discuss the draft report prior to finalizing the report.

Approach:

CONSULTANT shall retain Harrington Geotechnical Engineering Inc. to perform the soils investigation and material retrieval/testing of the core samples. CONSULTANT shall retain Schiff Associates to perform corrosion engineering services and KSI Engineering to perform the structural analysis and computer modeling of the existing structure.

CONSULTANT shall also retain SoCal Pacific Construction Corporation, with 30 years of construction experience and certified in lining of concrete structures, to assist CONSULTANT with the evaluation and cost comparison of the different proposed remedial alternatives.

CONSULTANT shall comply with all OSHA safety standards during the site inspections. CITY will provide access to the reservoirs and assist CONSULTANT and its subconsultants to get in and out of the reservoir during its field investigations.

Warranty:

SoCal Pacific shall use Polyurethane lining for repairs, and they warranty their work for a period of 10 years.

Schedule:

CONSULTANT proposes completing its field investigation and laboratory analysis in 4 to 6 weeks and preparing the draft report with recommendations and Contract Documents in another 4 weeks, i.e. a total of 10 weeks following issuance of the Notice to Proceed. If it is determined that lining of the reservoir with polyurethane liner is the most viable option, the construction of the lining of the reservoir could be completed in two weeks after selection of the coating contractor. The proposed construction timeline may change if extensive structural repairs inside the tank become necessary prior to lining of the reservoir.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

RATES

Phase 1: Field investigations, surveying, geotechnical engineering, petro-graphic, corrosion engineering, seismic analysis, laboratory testing, engineering evaluation, reports and all related services

\$ 96,750

Phase 2: Construction drawings, structural details and calculations, performance specifications and all required engineering services

\$ 24,000

Coldwater Reservoir Sampling Stations:

\$ 6,500

Grand Total Consulting Services:

\$127,250

SCHEDULE

CONSULTANT shall submit an itemized statement to CITY upon completion of the services and deliverables set forth in Exhibit A, and CITY shall pay CONSULTANT the percentages of the total compensation as set forth in Exhibit A within thirty (30) days of receipt of same.



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	EXP. DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	AUTOMOBILE LIABILITY GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS BLANKET CONTRACTUAL CONTRACTOR'S PROTECTIVE PERSONAL INJURY EXCESS LIABILITY WORKERS' 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

AGENCY: _____

TITLE: _____
 ADDRESS: _____

RM02.DOC REVISED 10/14/96.