



## AGENDA REPORT

**Meeting Date:** June 3, 2010  
**Item Number:** F-8  
**To:** Honorable Mayor & City Council  
**From:** Fred Simonson, Maintenance Operations Manager  
Terry Wagner, Facilities Maintenance Manager  
**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND JAM FIRE PROTECTION, INC. FOR FIRE LIFE  
SAFETY MAINTENANCE AND REPAIR SERVICES  
**Attachments:** 1. Agreement

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### RECOMMENDATION

It is recommended that the City Council approve the "Agreement between the City of Beverly Hills and Jam Fire Protection, Inc. for Fire-Life Safety Maintenance and Repair Services", for three (3) one year terms for a not-to-exceed amount of \$44,410.00 annually. The total amount of this agreement is \$133,230.00 including parts, materials and subcontractors.

### INTRODUCTION

Facilities Services manages the contract for fire and life safety services, which provides for all local, state, and federal mandated fire and life safety testing and safety services such as fire alarms, fire extinguisher servicing, maintenance and repair of fire alarm panels, smoke detectors and all other associated equipment in City buildings.

### DISCUSSION

In December of 2009, bid documents were prepared for the Fire and Life Safety Services contract and sent to three qualified vendors. In February of 2010, three bids were received as follows:

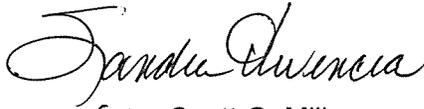
Jam Fire Protection, Inc.	\$40,373.00
Low Voltage Integrated Systems, Inc.	\$46,185.00
A-Tech Systems, Inc	\$51,865.00

Jam Fire Protection, Inc. provided the lowest qualified bid for the on-going services. The services provided are in most cases mandated by code or regulation and are performed and documented more efficiently by an outside vendor. Current scheduled services are pending the approval of a purchase order before proceeding. This service was previously provided under a contract with ABM for plant maintenance services. That contract was modified in the spring of 2009, and Public Works now establishes the contract for Fire and Life Safety Services, with Facilities Division procuring the Jam Fire Protection, Inc. contract. The 15% overhead is saved, resulting in a savings of approximately \$20,000.

**FISCAL IMPACT**

Funding of the Fire and Life Safety Services contract are provided in the Facilities Services budget for FY 09-10 and subsequent budgets through FY 12-13.

Budget Unit	Account #	Description of Fund Source/Account #	Amount
08	73030	Maint & Repair-Non-Auto	\$44,410.00

  
for: Scott G. Miller  
Finance Approval

  
David D. Gustavson  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JAM FIRE PROTECTION, INC. FOR FIRE LIFE SAFETY MAINTENANCE AND REPAIR SERVICES

NAME OF CONTRACTOR: Jam Fire Protection, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: John Mongillo, President

CONTRACTOR'S ADDRESS: 1930 South Myrtle Avenue  
Monrovia, CA 91016  
Attention: John Mongillo, President

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

COMMENCEMENT DATE: March 29, 2010

TERMINATION DATE: March 28, 2013

CONSIDERATION: Not to exceed \$40,373.00, and not to exceed \$4,037 for parts, materials and subcontractors per year;  
Not to exceed \$44,410 per year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JAM FIRE PROTECTION, INC. FOR FIRE LIFE SAFETY MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Jam Fire Protection, 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.

(b) Expenses. The amount set forth in paragraph (a) of this section 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.

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 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, 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. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 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 CONTRACTOR 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 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 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 CONTRACTOR.

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:

\_\_\_\_\_  
BYRON POPE  
City Clerk

CONTRACTOR:  
JAMFIRE PROTECTION, INC.

\_\_\_\_\_  
JOHN MONGILLO  
President

\_\_\_\_\_  
MIKE DEUSHANE  
Vice President/Secretary

APPROVED AS TO FORM:

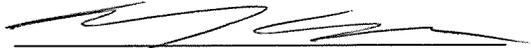
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

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

CONTRACTOR shall perform the following services:

#### **SECTION 1 - FIRE ALARM SYSTEMS**

##### I. GENERAL

A. The scope of work shall include all labor and materials to service alarm systems at all CITY Facilities listed in Attachment 1.

##### II. SPECIFIC REQUIREMENTS

A. CONTRACTOR shall provide properly licensed subcontractors and personnel who shall supply all services in the execution of the scope of this work. CONTRACTOR shall be responsible for all damages resulting directly or indirectly as a result of maintenance repairs or testing due to improper technique, research, or preparation.

B. CONTRACTOR shall be responsible for certifying, maintaining and repairing Fire Alarm Systems in accordance with applicable ordinances, codes and regulations. CONTRACTOR shall be responsible for providing all staff, tools, equipment and supplies necessary to execute the required work, including ladders, radios, telephones, lifts, meters, gauges, and programming devices. CITY shall provide staff to access and escort the contractor or subcontractor to facilities as necessary.

C. CONTRACTOR shall file certifications and any other required documentation directly with any agency requiring same. Legible copies of all documentation will be submitted separately to the Facilities Maintenance Manager.

D. All maintenance, inspection, and testing will be conducted during hours convenient to CITY to minimally impact the CITY operations and will be scheduled through the designated representative of the Facilities Maintenance Manager. Maintenance, inspection and testing may be required on off-hours or weekends at some or all facilities. CONTRACTOR shall provide CITY ample notice of his proposed schedule. Fire Alarms and Sprinkler Systems shall be tested concurrently whenever possible.

E. CONTRACTOR shall provide CITY with separate proposals for the corrections of all discrepancies discovered during the course of any tests or inspections for authorization prior to any repairs being made. All proposals shall include individually priced parts and explanation of labor charges. Proposals may be presented as "time and materials" with a "not to exceed" limit. No work outside the Scope of Services shall commence without the written approval of the Facilities Maintenance Manager.

F. CONTRACTOR shall provide continuous response capability to "Emergency service" requests and will arrive within 2 (two) hours of the initial telephone contact by CITY.

G. CONTRACTOR shall provide CITY with a separate service order form for each job performed. All service orders will be signed by a representative of CITY at completion of the

service or phase of service if incomplete. Documentation shall be provided within seven (7) days of the completion of each test.

H. All service order forms must include (at completion of service):

Date service performed

Facility Name

Address

Site Number

Description of all chargeable parts

Description of service performed

## **SECTION 2 - FIRE SPRINKLER SYSTEMS SERVICES**

CONTRACTOR shall provide testing, certification and repair of fire sprinkler systems in accordance with NFPA 25, California Title 19 and City of Beverly Hills requirements. Service and testing to be performed at various sites included on the attached list. "BEVERLY HILLS SPRINKLER SERVICE"

All testing shall be performed at the convenience and direction of CITY. CITY shall provide escort as required.

CONTRACTOR shall file certifications and any other required documentation directly with any agency requiring same. Legible copies of all documentation will be submitted separately to the Facilities Maintenance Manager.

The 5-Year certification will be conducted on approximately 20% of all systems annually to minimize budgetary impact to CITY.

CONTRACTOR shall provide written estimates subject to City Manager approval for work related to defects from testing, and repairs from service calls as they are incurred.

## **SECTION 3 - FIRE EXTINGUISHER DEVICES SERVICE**

### **Portable Fire Extinguishers:**

Provide maintenance and recharges, as needed on all CITY fire extinguishers in various sites. Spare extinguishers and those in need of re-charge are to be staged by CITY. Recharges in a readily accessible "Staging Area" (Minimum 25 units per call). Annual maintenance is to be performed at various CITY sites. CITY will provide an escort to these sites. CITY will assure accessibility to a minimum of 100 fire extinguishers per day.

Unit service price is to include replacement parts not damaged by abuse, chemical and hydro testing.

Unit service price is to include tear-down, re-fill and other activities when required.

Rates quoted are to be for 5 pound ABC dry chemical extinguishers. Other sizes will be priced accordingly.

Note: Extinguisher recharges for "City of Beverly Hills" in-house training to be quoted and billed separately as requested.

**Kitchen Hood Service:**

Perform semi annual maintenance of (3) kitchen hood systems in various CITY Sites. Service to be performed in accordance with NFPA, California Title 19 and CITY requirements. Price to include normal parts replacement including fusible links.

**SECTION 4 - ALARM SYSTEMS REMOTE MONITORING**

CONTRACTOR shall provide continuous monitoring of dial out monitoring devices at various CITY sites per attached list "BEVERLY HILLS ALARM MONITORING". Monthly price to include annual maintenance. Repair and or replacement of devices to be included in Fire Alarm scope of work.

Monitoring center shall be fully certified by applicable agencies and comply with City and State requirements.

ATTACHMENT 1 TO EXHIBIT A

#	SITE NAME	ADDRESS
1	CITY HALL	455 N. REXFORD
2	POLICE FACILITY	464 N. REXFORD
3	CIVIC CENTER PARKING	450 N. REXFORD
4	LIBRARY	444 N REXFORD
5	TEMP OFFICES	9357 W. THIRD
6	3RD STREET PARKING	9333 W. THIRD
7	VEHICLE MAINTENANCE	9334 W. THIRD
8	331 OFFICES	331 N. FOOTHILL
11	I.T. / LIBRARY	444 N REXFORD
12	FIRE STATION # 1	445 N. REXFORD
13	FIRE STATION # 2	1100 COLDWATER
14	FIRE STATION # 3	181 S. DOHENY
15	CAMDEN PARKING	440 N. CAMDEN
16	BEDFORD PARKING	461 N. BEDFORD
17	BEVERLY PARKING S.	216 S. BEVERLY
18	RODEO PARKING	9508 BRIGHTON
19	CRESCENT PARKING "A" N.	333 N. CRESCENT
20	CRESCENT PARKING "B" S.	225 N. CRESCENT
22	BEVERLY CANON "D"	439 N. CANON
23	BEVERLY PARKING "R"	345 N. BEVERLY
24	SURFACE LOT "T" EAST	241 N CANON
26	COLDWATER PARK	1100 COLDWATER
27	GREYSTONE PARK	905 LOMA VISTA
28	MALTZ PARK	9800 SUNSET
29	WILL ROGERS PARK	9650 SUNSET
30	BEVERLY GARDENS	S. M.BLVD
35	LA CIENEGA TENNIS	321 LA CIENEGA
36	LA CIENEGA COMM CENTER	8400 GREGORY
37	REEVES PARK	125 S REEVES
38	ROXBURY COMMUNITY CTR	471 S. ROXBURY
39	ROXBURY CLUBHOUSE	400 ROXBURY
40	RESERVOIR # 7	405 WALKER
41	RESERVOIR # 6	1820 LOMA VISTA
42	RESERVOIR # 5	495 TROUSDALE
43	RESERVOIR #4 B	1180 LOMA VISTA
44	GREYSTONE PUMP STATION	905 LOMA VISTA
45	BOOSTER STATION #2	1045 WOODLAND
46	RESERVOIR 4A	9400 READCREST
48	RESERVOIR 4A	9400 READCREST
50	GREEN ACRES PUMP	1101 BENEDICT CY.
51	SUNSET RESERVOIR	SUNSET BLVD
58	SANTA MONICA "FIVE"	SANTA MONICA
59	CENTRAL PLANT	464 N. REXFORD
61	CIVIC CENTER PLAZA	464 N. REXFORD

#	SITE NAME	ADDRESS
75	CENTRAL FUEL FACILITY	9335 W THIRD ST
77	WTP / PUBLIC WORKS	345 FOOTHILL
	(NOT SERVICED)	
55	CITY HALL ANNEX	336 N, FOOTHILL
60	SITE AMENITIES / WELLS	MISC.
76	OLD POST OFFICE	469 N CRESCENT
9	SERVICE CENTER	9298 W. THIRD
10	DREAMWORKS	9270 W. THIRD

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONTRACTOR an amount not to exceed Forty-Four Thousand Four Hundred Ten Dollars (\$44,410.00) per year for services satisfactorily provided under this Agreement., based on the rates set forth below

Services	Annual Base Amount	Multiplier	Annual Net Amount
Fire Alarm Testing	\$8,500.00	1.0	\$8,500.00
Annual Fire Sprinkler Testing	\$5,400.00	0.8	\$4,320.00
5-Year Sprinkler Testing	\$8,400.00	0.2	\$1,700.00
Monthly Monitoring	\$ 819.00	12.0	\$9,828.00
5-Pound ABC Extinguisher Service	\$ 6.25	900.0	\$5,625.00
Semi-Annual Kitchen Hood Service and Cleaning (3 locations)	\$ 700.00	2.0	\$1,400.00

**FIRE ALARM SERVICE**

Hourly Labor Rate	\$90.00	40.0	\$3,600.00
Trip Fee and Associated Charges	0.0	.0.0	0.0
Total Fire Alarm Service			\$3,600.00

or

Fire Alarm Service Call (Flat Rate)	\$0.0	8.0	\$0.0
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Hourly Emergency Service Rate (if different from above)	\$115.00		
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**PARTS, MATERIALS AND SUBCONTRACT WORK (cost plus 25%)**

Some detail about additional charges	\$0.0	8.0	not to exceed \$4,037.00
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\$44,410.00 per year, including parts, materials and subcontractors

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 : \_\_\_\_\_  
 \_\_\_\_\_