



AGENDA REPORT

Meeting Date: June 21, 2011
Item Number: F-7
To: Honorable Mayor & City Council
From: Fred Simonson, Maintenance Operations Manager
Rene Biadoma, Fleet Manager
Subject: **APPROVAL OF AN AGREEMENT WITH IPC (USA), INC. FOR SUPPLY OF GASOLINE AND DIESEL FUELS; AND APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$800,000 TO IPC (USA), INC FOR SUPPLY OF GASOLINE AND DIESEL FUELS**
Attachment: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to: 1) Approve Agreement between City of Beverly Hills and IPC (USA), Inc. for supply of gasoline and diesel fuels; and 2) Approve a purchase order in the not-to-exceed amount of \$800,000.00 to IPC (USA), Inc. for the supply of the same.

INTRODUCTION

This report is a request for City Council approval of an agreement between City of Beverly Hills and IPC (USA), Inc. and issuance of a purchase order in the not-to-exceed amount of \$800,000.00 to IPC (USA), Inc. to provide for supply of subject fuels.

DISCUSSION

City owns and operates a fleet consisting of approximately 360 pieces of vehicles and equipment. To support fleet operation, City takes delivery of approximately 250,000 gallons of gasoline and diesel fuels annually. More encouraging, this annual volume, particularly in Diesel use, is gradually trending down as older heavy-duty vehicles are being replaced with alternative-fueled units.

In order to get the best possible pricing for fuel, staff conducted a formal-bid solicitation by publishing "Bid 11-37" in the City's web site. This two-week solicitation garnered six proposals from various fuel suppliers. Summary of these proposals is as follows:

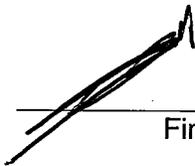
VENDOR NAME	OPIS INDEX DAILY GROSS CONTRACT AVERAGE (Margins - Plus or Minus)			
	<i>Fuel Types:</i>	Unleaded Gasoline	#2 Diesel, Clear	#2 Diesel, Dyed
	<i>Projected Annual Usage (Gallons):</i>	150,000	95,000	2,000
IPC USA, INC.		-\$0.0115	+\$0.0255	+\$0.1475
GP PETROLEUM		+\$0.0080	+\$0.0280	+\$0.0280
MANSFIELD SOLUTIONS		+\$0.0077	+\$0.0239	+\$0.3400
SOUTHERN COUNTIES FUELS		+\$0.0107	+\$0.0290	+\$0.0290
MERRIMAC		+\$0.00799	+\$0.0389	+\$0.2639
DEWITT PETROLEUM		+\$0.0650	+\$0.0550	+\$0.3000

After tabulating the above bid proposals, staff determined that IPC (USA), Inc.'s proposal is the lowest responsible bid. The commendatory feedback received by staff from two public-transit agencies that currently have contracts with IPC also reaffirmed the vendor's responsible-bidder status and reliable performance as fuel supplier.

FISCAL IMPACT

Funding for this purchase will be provided from the following Council-approved fuel budget for Fiscal Year 2011/2012:

Fund	Program # / Description	Account # / Description
49	4910001 / Fuel Inventory	72090 / Auto Petroleum Products


 Scott Miller
 Finance Approval


 David Gustavson
 Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
IPC (USA), INC. FOR SUPPLY OF GASOLINE AND DIESEL
FUELS

NAME OF CONTRACTOR: IPC (USA), Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Keiji Shigeoka, CEO

CONTRACTOR'S ADDRESS: 20 Pacifica, Suite 650
Irvine, CA 92618
Attention: Blanca Hurtado, Business
Development Manager

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Rene Biadoma, Fleet Manager

COMMENCEMENT DATE: July 01, 2011

TERMINATION DATE: June 30, 2012 and may be extended as
described in Section 2 of this Agreement

CONSIDERATION: Not to exceed \$ 900,000.00 per year more
particularly described in Exhibit A and
Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
IPC (USA), INC. FOR SUPPLY OF GASOLINE AND DIESEL
FUELS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and IPC (USA), 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. (Check Box if Applicable)

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. (Check the Applicable Box)

(a) Compensation [check applicable provision]

If compensation is based on an hourly rate

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

If compensation is based on a flat fee

CITY agrees to compensate CONTRACTOR for the services and/or goods provided 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 [check applicable provision]

If no reimbursable 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.

If CITY reimburses for certain expenses in addition to compensation

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(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.

(4) Professional Liability Insurance [check if applicable]

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, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(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 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 three (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 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.

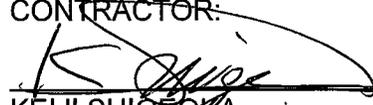
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

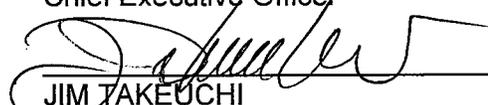
ATTEST:

BYRON POPE
City Clerk

CONTRACTOR:

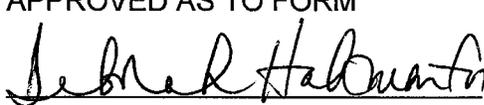


KEIJI SHIGEOKA
Chief Executive Officer



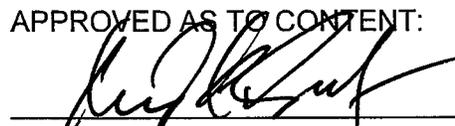
JIM TAKEUCHI
Chief Financial Officer

APPROVED AS TO FORM

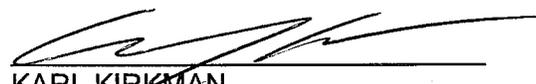


LAWRENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services to the full satisfaction of CITY:

CONTRACTOR shall provide the gasoline and Diesel fuels as more particularly described in Attachment 1, Bid Document No. 11-37, attached hereto and incorporated herein.

A. CONTRACTOR shall deliver and deposit to the CITY fuel tanks listed on Attachment 1, unleaded minimum 87 octane gasoline and Ultra-Low-Sulfur (ULS) #2 Diesel fuels regardless of whether deliveries call for full load, short load or pump-off. VENDOR shall deliver the quantities ordered in writing by CITY to the location specified by CITY and shall deposit full load, short load, or pump-off into the specified fuel tank.

B. CONTRACTOR shall ensure that gasoline sold to the CITY is unleaded, minimum 87 octane, exclusive of additives and meets or exceeds all rules and requirements of ASTM D439, as last revised, and complies with all rules and requirements of the SCAQMD, state and/or federal regulations.

C. CONTRACTOR shall maintain a sufficient stock of unleaded gasoline and ULS #2 Diesel fuel required by this Agreement in the Los Angeles Metropolitan Area to enable delivery of at least 25% of the total capacity listed on Attachment 1 within forty-eight hours of order notification.



BID PACKAGE

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, RM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210
(310) 285-2400

LEGAL NOTICE - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

- SECTION I:** REQUEST FOR BIDS
- SECTION II:** GENERAL INFORMATION AND INSTRUCTION
- SECTION III:** DETAIL SPECIFICATIONS
- SECTION IV:** BID FORM

(IF YOU CHOOSE NOT TO SUBMIT A BID, PLEASE COMPLETE PAGE 30)

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Beverly Hills, until 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I – REQUEST FOR BIDS

Date of Request: May 16, 2011

Bid Number: 11-37

Item Description: GASOLINE AND DIESEL FUELS, SUPPLY OF

Bid Opening: May 31, 2011 @ 2:00 PM

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID

PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID.

THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND/OR ELECT NOT TO AWARD A BID.

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. Bid deposits of unsuccessful bidders will be returned after the bid has been awarded. A successful bidder's bid deposit will be returned after he has entered into a written contract, or after a performance bond, if required, has been executed and accepted by the City.
2. The vendor's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause forfeiture of the bid deposit and removal from qualified Bidder's List.
3. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.
4. Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
5. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from his obligation nor change the terms of the contract.
6. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
7. Bidder shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
8. Each bidder shall submit in full this completed original BID DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
9. Bidders shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
10. Cash discounts shall be considered in the evaluation of the bids, except that payment periods of less than thirty (30) days will not be considered in award of this bid. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

11. Upon the award of the bid to the successful bidder, **if** insurance is required by the terms of this bid, the City will require evidence of such coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage will be specified in Section IV of this bid. **All insurance forms must be in a format acceptable to the City.**
12. The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.
13. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
14. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.
15. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
16. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.
17. Quantities specified in Section III are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
18. "Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."
19. For any questions regarding this bid, please contact Rene Biadoma at (310) 285-2484 or Craig Crowder at (310) 285-2490.

SECTION III – DETAILED SPECIFICATIONS

SUBSECTION A - TECHNICAL NOTES

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

IMPORTANT NOTICE - THIS SECTION III, SUBSECTION A, COMPLETED WITH REQUIRED INFORMATION AND/OR BIDDER'S EXCEPTIONS MUST BE ATTACHED TO AND RETURNED WITH SECTION IV - BID FORM.

BIDDER MUST EXPLAIN IN DETAIL ALL ITEMS OFFERED WHICH DO NOT CONFORM TO SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED BIDDER IS BIDDING "AS SPECIFIED."

SPECIFICATIONS FOR THE SUPPLY OF GASOLINE AND DIESEL FUELS

BIDDER'S EXCEPTIONS

I. GENERAL REQUIREMENTS

a) TERM AND SCOPE

These specifications describe the minimum standards for the purchase of gasoline and Diesel fuels for the City of Beverly Hills for a period of one (1) year and the option for two (2) additional one-year (1) extensions, as the City may elect, from the date of award of this bid, or as soon thereafter as is practical and agreed to by the Bidder and the City. The City reserves the right to extend contract(s) resulting from award of this bid beyond the expiration date(s). However, the City does not imply that such contract(s) will necessarily be extended. Notwithstanding anything to the contrary contained herein, the contract(s) for goods and/or services specified herein may be terminated by the City, in whole or in part, at any time when, in the City's opinion, goods received from and/or services performed by the Bidder (Contractor) are not in compliance with the specifications contained in this bid.

b) BIDDER QUALIFICATIONS

The City shall be the sole and final judge of qualifications to perform as specified herein. The City reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. Successful bidder must have or obtain a current City of Beverly Hills Business License.

c) INSURANCE REQUIREMENTS

Upon award of contract, successful bidder shall be required to comply with all insurance requirements as delineated in Section V.

d) FIRM PRICES

Unless the Bidder expressly states otherwise in this bid, prices bid herein shall be considered firm for the duration of the contract(s) resulting from award of this bid, either one (1), two (2) or three (3) years. Escalation stipulations, if any, must be clearly stated and be attached to and become a part of this bid. Such stipulations must state a maximum dollar and percentage amount.

The City reserves the right to accept or reject bids containing escalation stipulations as it deems to be in the best interests of the City.

e) DEFINITIONS

City shall mean the City of Beverly Hills.

Contractor shall mean the vendor(s) to who contract is awarded as a result of this bid procedure.

Administrator shall mean the Fleet Manager, or his/her designated representative(s).

f) ORDERING OF FUELS

The Administrator, as defined above, is authorized to make purchases of fuels in accordance with the specifications, terms and conditions of the bid.

g) INTENT

This bid is intended to cover the purchase of regular unleaded gasoline and CARB #2 Ultra Low Sulfur Diesel (ULSD) fuels for the operation of the City's Fleet vehicles and equipment. The City requires motor fuel deliveries of varying quantities at various locations around the City, which shall require the Vendor to furnish full load, short load, and pump-off deliveries. Delivery charges shall be included in the unit cost. No additional charge for short load or pump-off deliveries shall be permitted.

h) MOTOR FUEL STANDARDS

Gasoline sold to the City shall be regular, unleaded, minimum 87 octane, exclusive of additives and shall meet or exceed all current rules and requirements of ASTM D439, as last revised, SCAQMD, State and/or Federal regulations.

i) CARB # 2 ULSD fuel sold to the City shall not exceed 0.05 percent, by weight, sulfur content and shall comply with ASTM D975-81 and with all current rules and

requirements of the SCAQMD, State and/or Federal regulations. CARB #2 ULSD fuel with red dye shall comply with standards and specifications established by the California Air Resources Board and/or South Coast Air Quality Management District. Sulfur content shall not exceed 15 ppm.

j) MOTOR FUEL QUANTITIES

Estimated volume to be purchased annually by the City:

Estimated Volume (GL)	Fuel type
150,000	Unleaded Gasoline
95,000	CARB #2 ULSD (Clear)
Unknown	CARB #2 ULSD With Red Dye

During the period of the price agreement, no guarantee can be given that this total will be reached or that it will not be exceeded. The Vendor agrees to furnish more or less, at the unit prices quoted, in accordance with the City's actual requirements, throughout the contract period.

k) MOTOR FUEL PRICES

The Oil Price Information Service (OPIS) Gross Contract Average Price for Los Angeles, California, District #5, published daily, shall be the reference price.

The Vendor's price shall consist of the aforementioned Index Average, plus or minus a stated amount, which shall be applied to the published average to establish cost per gallon of delivered fuel. The established cost per gallon shall be used for all deliveries, regardless of whether deliveries call for full load, short load, or pump-off. The quoted price shall remain firm for the term of the contract.

BIDDER'S SIGNATURE: 

The OPIS daily publication will be the basis for the prices of product delivered during that day. If OPIS discontinues publication of contractual-based pricing index, the City and the Contractor shall meet and agree on a new pricing index. If agreement cannot be reached between the City and Vendor for a new pricing

methodology, City may, at its option, terminate the contract.

The Contractor shall submit, with each invoice, a copy of the OPIS price sheet for District #5, Los Angeles area, for the week of the delivery.

l) SOURCE GUARANTEE

Bidders who do not own refineries must have contracts, or written irrevocable commitments from refineries that are capable of supplying products which meet the City's fuel specifications contained herein, and in at least the quantities required by the City. Contracts or commitments must guarantee supply in the required amounts for the term of the contract. A copy of at least one (1) such commitment must be included with the bid proposal. The source refinery for all fuel proposed to be supplied under this contract shall be identified.

(List here)

Name of Source Refinery

1. Valero
2. Tesoro
3. Exxonmobil
4. BP

m) DELIVERY

The Contractor shall maintain a sufficient stock of unleaded gasoline and CARB #2 Ultra Low Sulfur Diesel fuel in the Los Angeles Metropolitan area to be able to deliver 25% of the total capacity listed on the Fuel Capacity Inventory, included as "Exhibit 1" of the bid documents within forty-eight (48) hours of order notification.

Deliveries are to be made periodically, as called for by the City Administrator. The contractor shall be required to own or lease a delivery truck fleet sufficient to service this contract and dedicated specifically to motor fuel delivery. If leased, the contractor shall include with the bid a copy of the lease contract with a minimum term of one (1) year.

To prevent potential fuel contamination, all deliveries are required to be made in clean trucks used solely for delivery of the product ordered.



Date: May 27, 2011

Bid No.: 11-37

Item Description: Gasoline and Diesel Fuels, Supply of

Page 7 or 16, Source Guarantee is pending and will be provided upon serious consideration and or upon award.

Should there be questions and or concerns, please contact Blanca Hurtado/Contracts at (949) 648-5620 or blanca.hurtado@usipc.com

20 Pacifica • Suite 650 • Irvine, CA 92618
Toll Free: 800.936.3930 • Tel: 949.648.5600 • Fax: 949.648.5612
www.usipc.com

Products Offered

gas, diesel, jet, bio-diesel, ethanol, & racing fuel

n) EMERGENCY FUEL MANAGEMENT

The Contractor shall guarantee, in the event of a declared emergency or natural disaster, that the City will receive top delivery priority on all fuel orders placed by the administrator.

SECTION IV - BID FORM
(Must be completed by Vendor)

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290455 NORTH REXFORD DRIVE BEVERLY
HILLS, CA 90210
BID SHEET

PART I. MOTOR FUEL BID

PLEASE INDICATE BELOW THE MARGIN PROPOSED TO BE ADDED OR SUBTRACTED FROM THE PUBLISHED OPIS INDEX DAILY GROSS CONTRACT AVERAGE FOR LOS ANGELES, CALIFORNIA DISTRICT #5, TO ESTABLISH COST PER GALLON OF SPECIFIED FUEL.

PRICES QUOTED HEREIN ARE VALID THROUGH:

9/30/2011 - or longer 1 awarded
(DATE)

UNLEADED GASOLINE - 87 OCTANE:

OPIS INDEX DAILY GROSS CONTRACT AVERAGE +\$ N/A OR -\$ 0.015

ULTRA LOW SULFUR DIESEL WITH RED DYE FUEL:

OPIS INDEX DAILY GROSS CONTRACT AVERAGE +\$ 0.1475 OR -\$ N/A

CARB #2 ULTRA LOW SULFUR DIESEL FUEL:

OPIS INDEX DAILY GROSS CONTRACT AVERAGE +\$ 0.0255 OR -\$ N/A

SECTION IV - BID FORM
(Must be completed by Vendor)

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290455 NORTH REXFORD DRIVE BEVERLY
HILLS, CA 90210
BID SHEET

PART II. BIDDER INFORMATION

COMPANY NAME: IPC (USA), Inc.

ADDRESS: 20 Pacifica, Suite 1050

CITY, STATE, ZIP CODE: Irvine, CA 92618

TELEPHONE NUMBER: 949-648-5620

FAX NUMBER: 949-648-5612

EMAIL: blanca.hurtado@usipc.com

Keiji Shigeoka
(Print Name)


(Signature)

CEO
(Title)

5/27/2011
(Date)

F.O.B. All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All bid proposals shall be exclusive of tax; City staff will compute all tax involved when applicable.

SECTION V – MISCELLANEOUS PROVISIONS

1. ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid. A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached as Appendix A and by this reference incorporated herein and made a part of these provisions.

2. EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

3. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.

4. INSURANCE (shall be required to be submitted by the Successful Bidder)

A. **Liability Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

- (a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.
- (b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.
- (c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.
- (d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.
- (e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.
- (5) All insurance coverages shall be provided by insurers with a rating of B+.VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.
- (6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.
- (7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.
- (8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.
- (9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.
- (10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.
- (11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

B. Certificate of Insurance.

A sample of the form of the Certificate of Insurance is attached as Exhibit 2.

5. CANCELLATION OF AGREEMENT

A. City may cancel the Agreement at any time upon thirty (30) days written notice to Successful Bidder. Successful Bidder agrees to cease all work under the Agreement on or before the effective date of such notice.

B. In the event of termination or cancellation of the Agreement by City, due to no fault or failure of performance by Successful Bidder, Successful Bidder shall be paid full compensation for all services performed by Successful Bidder, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of the Agreement, Successful Bidder shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Successful Bidder for the full performance of the services required by the Agreement.

6. PAYMENT

The payment terms and schedule provisions are set forth in Appendix A.

7. INDEPENDENT CONTRACTOR

Successful Bidder 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 Successful Bidder or any of the Successful Bidder's employees, except as herein set forth. Successful Bidder shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of City.

8. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS

In the performance of the Agreement, Successful Bidder shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

9. SUCCESSORS AND ASSIGNS

Successful Bidder shall not assign or attempt to assign any portion of the Agreement without the written approval of City.

10. EXTENT OF AGREEMENT

The Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

11. GOVERNING LAW

The interpretation and implementation of the Agreement shall be governed by the domestic law of the State of California.

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL AND UPON EXECUTION OF AN AGREEMENT IN THE FORM OF CONTRACT SHOWN IN APPENDIX A; AND RECEIPT OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THESE DOCUMENTS WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is "NO BID", please explain below:

N/A

COMPANY NAME: IPC (USA), Inc.

ADDRESS: 20 Pacifica, Suite 650

CITY, STATE, ZIP CODE: Irvine, CA 92618

TELEPHONE NUMBER: 949-648-5020

BY: Keiji Shigeoka
(Print Name)

[Signature]
(Signature)

CEO
(Title)

5/27/2011
(Date)

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE BEVERLY HILLS, CA 90210
(ATTN: BID 11-37)

EXHIBIT 1

CITY OF BEVERLY HILLS
FUEL TANK LOCATIONS AND CAPACITY

LOCATION	NO. OF TANKS	CAPACITY (GL)	PRODUCT TYPE
9335 W. 3 rd STREET (CENTRAL FUELING FACILITY)	3	10,000	UNLEADED
		15,000	DIESEL (CLEAR)
		10,000	UNLEADED
445 NORTH REXFORD DRIVE	1	10,000	DIESEL (CLEAR)
455 NORTH REXFORD DRIVE	1	1,000	DIESEL (DYED)
464 NORTH REXFORD DRIVE	1	6,000	DIESEL (DYED)
9355 CIVIC CENTER DRIVE	1	1,000	DIESEL (DYED)
1100 COLD WATER CANYON RD.	1	1,000	DIESEL (DYED)
180 SOUTH DOHENY DRIVE	1	1,000	DIESEL (DYED)
905 LOMA VISTA	1	500	DIESEL (DYED)
405 WALKER DRIVE	1	1,000	DIESEL (DYED)



**EXHIBIT 2
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A, B, C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	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"/> 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:

(name of insured)

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: _____



The IPC group has a large network of suppliers drawing from several markets throughout the U.S. We are a great team built of experienced and dedicated professionals, taking pride in providing outstanding service and always securing supply, while setting the standards high for our competition.

- Financial Capability

IPC (USA), Inc. has lines of credit in place with Bank of Tokyo Mitsubishi UFJ, Mizuho Corporate Bank, Sumitomo Mitsui Banking Corporation and Shizuoka Bank for the purpose of issuing standby letters of credit and obtaining working capital advances, with an aggregate maximum credit facility over \$400 million and working to increase these lines.

Also, IPC does sales volumes in excess of 3 billion dollars annually in various markets throughout the US in addition to existing special trade relationships with top suppliers. These relationships will be leveraged to meet any future volume obligations.

- Who We Are

IPC (USA), Inc. www.usipc.com is a downstream wholesale marketing business offering refined products for sale across the Western United States. The company was formed as a joint venture between Itochu www.Itochu.com and Chemoil www.chemoil.com.

Itochu specializes in trading various commodities globally including petroleum products. With \$180 billion in revenues, Itochu is one of the largest companies in the world with headquarters in Tokyo and North American offices in San Francisco and Long Beach California. Chemoil is the largest supplier of bunker fuels in the Americas with physical operations in every major U.S. port including Los Angeles, New York, Philadelphia and New Orleans. Chemoil and Itochu own and operate refineries, terminals, tankers, barges and tug boats, delivering more than 4,000 vessels a year to ports including New York and Los Angeles. In addition, Chemoil has international operations in Singapore, Rotterdam, Panama Canal, Columbia and the Netherlands.

- Products & Services

IPC purchases, trades and distributes fuels from both major and independent suppliers. IPC customers save time and money, and benefit from the following services:

- All grades of Gasoline and Diesel Fuel
- Clean Fuels: Bio-Diesel and Ultra Low Sulfur Diesel
- Racing Gasoline and Kerosene
- Retail Branding Programs
- Branded and Unbranded Supply
- Deliveries 24 hours a day, 7 days a week
- 24 hour Order Placement and Customer Service
- Fuel Management Program
- Contractual Supply
- Emergency Delivery Service on Call
- Competitive Pricing Options based on Numerous Index's, Spot, and Volume Related Contracts



CONFIDENTIAL

20 Pacifica, Suite 650, Irvine, CA 92618
Toll Free: 800.936.3930, Tel: 949.648.5620, Fax: 949.648.5612
www.usipc.com

Products Offered

gas, diesel, jet, bio-diesel, ethanol, & racing fuel

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit an itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth in detail a description of the services rendered. CONTRACTOR shall also submit with each invoice a copy of the OPIS price sheet for District #5, Los Angeles area, for the day fuel is delivered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.



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

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> 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"/> 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: _____

TITLE: _____
ADDRESS: _____
