



AGENDA REPORT

Meeting Date: February 7, 2012

Item Number: F-10

To: Honorable Mayor & City Council

From: Chad Lynn, Director of Parking Operations

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KIMLEY-HORN AND ASSOCIATES, INC FOR DEVELOPMENT AND POPULATION OF A GIS-BASED PARKING DEMAND MODEL; and

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$70,000 TO KIMLEY-HORN AND ASSOCIATES, INC FOR THE PARKING DEMAND MODEL WORK

Attachments: 1. Agreement

RECOMMENDATION

Approve the agreement between the City of Beverly Hills and Kimley-Horn and Associates, Inc. for the development and population of a GIS-based parking demand model; and

Approve the purchase order in the amount of \$70,000 to Kimley-Horn And Associates, Inc for the parking demand model work

INTRODUCTION

For several years, during the course of public hearings and various public meetings, members of the City Council, Traffic & Parking Commission and Planning Commission inquire about the capacity and availability of public and private parking throughout the City, including rates, occupancy, and demand generated from the surrounding uses.

Currently, a site specific study is needed to determine even the most rudimentary of measurements and upon completion; there is no centralized repository for this information for future reference and reporting.

At the International Parking Institute's annual conference and tradeshow, City staff, along with staff from other agencies were approached by consultants of Kimely-Horn & Associates (KHA), a nationally recognized parking and transportation engineering, design and consulting firm, related to the proposed GIS based parking demand model. KHA is currently an industry leader in an Excel based parking demand model and has expressed an interest in migrating this product to a GIS based platform and would like to partner with the City of Beverly Hills as a beta site for this deployment.

DISCUSSION

Based on the City's long-term goal of developing this type of demand model, City staff from IT, Community Development and Public Works & Transportation collaborated to draft and release Request for Proposal (RFP) #11-1004 for the development and implementation of a GIS parking demand model for the cataloging and analysis of parking supply and demand within the City of Beverly Hills.

On October 4, 2011 the City received the following six responses:

Kimley-Horn & Associates	\$ 56,675
EximSoft	\$ 97,500
LSA Associates	\$127,990
Walker Parking Consultants	\$141,130
DKS Associates	\$183,108
esri	NO BID

Kimely-Horn & Associates, the lowest total cost proposal, was a comprehensive approach to developing this demand model which included parking/transportation and software development expertise as part of their in-house services. In an effort to reduce costs, their proposal includes the use of sub-contractors for the survey and data gathering portion of this project.

The primary reason for the large range between the lowest proposer and the remaining proposals is that KHA is only passing along the project related costs associated specifically with the City of Beverly Hills. The parking demand model is already in place in an Excel format and KHA will be bearing the costs associated with migration of the model to a GIS platform and partnering with the City to beta test this package for the industry marketplace.

The deliverables for this project will be the following:

1. Compile information of the City parking facilities
2. Catalog and report on City on-street parking assets and off-street assets within the City, both public and privately owned.
 - a. Capture and record site specific information related to total capacity, current occupancy by hour(s) of the day, monthly and transient parking rates, hours of operation, current operator, and contact information.
3. Compile information the City records related to development, including business use to determine code parking requirement
4. Field surveys to populate data from the retail/commercial area(s) of the City related to business use to determine code parking requirement
5. Take into account the effects of multimodal trip reductions and be able to calibrate parking demands to localized data
6. Ability to consider code required parking requirement and/or adjacent parking to meet code requirement and ability to consider a user defined requirement.

7. Integrate with the City's Enterprise GIS System, which currently runs on ArcGIS 9.3.1 using both Server and Desktop technologies and Compatible and able to operate on the centralized enterprise GIS database hosts a wide range of geospatial data and is interfaced with other City business systems, such as OBC which maintains property records.

Payment for services is based on the completion of the collection and cataloging of data gathering and upon demonstration of a functional parking demand model.

This project supports the work of the Small Business Support and Southeast Beverly Hills task forces, of which both groups have expressed significant interest in maximizing available parking and other parking mitigation measures.

FISCAL IMPACT

The not to exceed amount of \$70,000 is based on the proposal cost of \$56,675 plus a contingency amount of \$13,325 which would include additional scoping meetings, functionality enhancements and the potential need for data refinement.

The funds for this project are being dedicated from Parking Enterprise Fund from savings in the preventative maintenance budget of the Parking Operations program and from CIP project #0786 - Parking Facility Upgrades. These savings were realized from an additional year of no-cost maintenance/warranty service for the Parking Access and Revenue Control System (PARCS) system.

Ongoing costs to maintain this system are estimated at \$4,050 per year as part of the standard operating budget.



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KIMLEY-
HORN AND ASSOCIATES, INC. FOR DEVELOPMENT AND
POPULATION OF A GIS-BASED PARKING DEMAND MODEL

NAME OF CONSULTANT: Kimley-Horn and Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: J. Brett Wood, P.E., Project Manager

CONSULTANT'S ADDRESS: 7878 North 16th St, Suite 300
Phoenix, AZ 85020
Attention: J. Brett Wood, P.E., Project Manager

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: January 25, 2012

TERMINATION DATE: June 30, 2013, unless extended pursuant to Section 2
of the Agreement

CONSIDERATION: Not to exceed \$ 70,000.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KIMLEY-
HORN AND ASSOCIATES, INC. FOR DEVELOPMENT AND
POPULATION OF A GIS-BASED PARKING DEMAND MODEL

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Kimley-Horn and Associates, 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 Services"), attached hereto and incorporated herein.

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Services. CONSULTANT shall perform the Scope of Services 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 Services by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Services 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.

The City Manager or his designee may extend the time of performance in writing for three additional one-year terms or such other term not to exceed three 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 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.

(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 Principal 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:

(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 CONSULTANT.

(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 CONSULTANT 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.

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. Changes in the Scope of Services. The CITY shall have the right to order, in writing, changes in the scope of services to be performed. Any changes in the scope of services requested by CONSULTANT must be made in writing and approved by both parties.

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

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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 (SEAL)
City Clerk

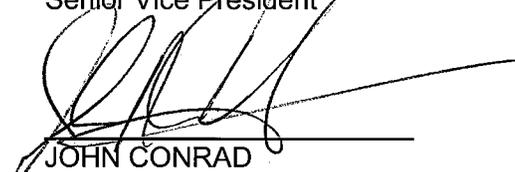
[Signatures continue]

CONSULTANT: KIMLEY-HORN &
ASSOCIATES



H. DEAN PENNY
Senior Vice President

PE # C-046090



JOHN CONRAD
Senior Vice President/Corporate 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 develop a parking demand model that can predict how changes in area land use and parking supply impact overall parking demand with relationship to current capacity and occupancy or "System". This will be a dynamic tool that can be used in future evaluations of development or redevelopment projects, multimodal transportation enhancements, or decisions on management and allocation of parking resources.

CITY has limited data related to the public and private parking capacity, occupancy and current demand as well as data related to the commercial development and current uses which may be required to predict demand. CONSULTANT shall collect this data in the field and/or compile it from available City records and reports.

CONSULTANT shall perform the following services:

A. Design and Development of the GIS Parking Demand Model

1. Meet with CITY staff and internal stakeholders, including, but not limited to, Planning Commission or Commissioners, City Council and/or Liaisons, and the Traffic & Parking Commission or Commissioners.
 - A total of 4 meetings is included as part of the flat fee for service/development.
2. Catalog and report on CITY on-street parking assets and off-street parking assets within the CITY, both public and privately owned.
 - Capture and record site specific information related to total capacity, current occupancy (at a minimum by peak/non-peak hours), monthly and transient parking rates, hours of operation, current operator, and contact information.
3. Take into account the effects of multimodal trip reductions and be able to calibrate parking demands to localized data
4. Consider Municipal Code parking requirements and/or adjacent parking to meet Municipal Code requirements.
 - Municipal Code parking requirements include calculation of business use and square footage.
5. Consider a user defined requirement for same considerations as A(4)
6. Allow for the easy update of the model as development, occupancy, demand, assumptions and requirements change

7. Provide additional analysis features (special events, temporal, seasonal, parking management, transportation demand management, sustainability, shared parking)
8. Integrate with CITY's Enterprise GIS System, which currently runs on ArcGIS 9.3.1 using both Server and Desktop technologies.
 - o Compatible and able to operate on the centralized enterprise GIS database

B. Data Gathering and Model Population

1. CONSULTANT shall review the existing City compiled data, including parcels, SIC code data, parking facility shapefiles (partial or complete), and general zoning information. CONSULTANT shall compile existing information from CITY records of the CITY parking facilities (including capacity, use, utilization, pricing, restrictions) and land uses (established from parcels, SIC code information, and general City and County zoning files). CONSULTANT shall compile information from CITY records related to development, including business use to determine code parking requirement
 - a. This may include development documents and business license reports.
 - b. Non-disclosure and confidentiality agreements may be required for gaining access to any business license data
 - c. Municipal Code parking requirements include business use and square footage
2. CONSULTANT shall present the compiled data collected at the project kickoff meeting.
3. CONSULTANT shall develop a data collection plan for missing required data, including land use information, parking capacity and general area characteristics. CONSULTANT shall conduct field surveys to supplement the model with the missing data from the retail/commercial area(s) of CITY (as defined by the CITY's zoning maps) related to parking facilities and business use to collect additional data not provided by the CITY at the outset of the project.
4. CONSULTANT shall review parking occupancy data from previous studies, revenue collection equipment, and parking sensor data, where available. Based on this information we will identify areas where additional data is required to fully calibrate the model. KHA may contract a local subcontractor to collect the necessary occupancy information to supplement the information compiled from CITY data.
5. CONSULTANT shall compile previously collected data and newly collected data into land use and parking shapefile databases for use in the model. CONSULTANT shall supplement missing data based on available GIS information, business records, SIC code data, aerial photography, and the field

collected data. This information will be compiled into separate land use and parking model-ready shapefile databases. Both will be provided to the CITY at the completion of the project.

6. Maintain applications currently run on ArcGIS 9.3x Desktop.
 7. Classify business use data, which must be consistent with existing CITY use categories (e.g. business license data), industry standards (e.g. SIC code) and the deliverable requirements.
 8. CONSULTANT shall develop shapefile databases for parking inventory and business use, sufficient to calibrate the parking demand model and provide information defined in Task A(2). The data provided in these shapefiles will be compiled from existing information where possible and supplemented with field collected data.
- C. Ongoing Licensing, Service, Operation, Maintenance and Upgrades
1. Compile operating manual for ongoing upkeep and operation.
 2. Perform up to twenty (20) hours of on-call support services (in year 1) for the ongoing, continual operation of the System, including:
 - a. Provide patches for bug fixes and minor upgrades (limited to non-major version upgrades)
 - b. Provide phone call support, within the 20 allotted hours defined in Year 1.
 3. Provide up to 40 hours of on-call support in Year 2.
- D. Pilot Demonstration
1. CONSULTANT shall provide a minimum set to the CITY to demonstrate partial fulfillment of spatial accuracy requirements. The number of features shall encompass a minimum of five (5) blocks chosen by CITY project manager.
- E. Shapefile Format Criteria
1. All GIS information shall be delivered in ArcGIS 9.3 compatible format, and shall be compiled into ArcGIS 9.3 geodatabase /or shapefile format, prior to final approval.

PERFORMANCE SCHEDULE

CONSULTANT shall perform the services and submit deliverables under this Agreement in accordance with a schedule determined by the City Manager or his designee.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Schedule of Rates:

A. Design and Development of the GIS Parking Demand Model.

Fee: \$31,950

B. Data Gathering and Model
Population

Fee: \$16,175 (Total from 1 – 4)

1. Compile information from CITY records of the CITY parking facilities.

Fee: \$3,800

2. Field surveys to populate data from the retail/commercial area(s) of CITY related to private parking facilities and the information included in Exhibit A, A(2).

Fee: \$6,075

3. Compile information from the CITY records related to development, including business use to determine Municipal Code parking requirements.
a. This may include development documents and business license reports.
b. Non-disclosure and confidentiality agreements may be required for gaining access to any business license data.

Fee: \$3,150

4. Conduct field surveys to populate data from the retail/commercial area(s) of CITY related to business use to determine Municipal Code parking requirement

Fee: \$3,150

C. Project Expenses

Fee: \$4,500

TOTAL ONE-TIME FEE: \$52,625

Ongoing Service, Operation, Maintenance and/or

upgrades: Annual Fee: \$4,050

Thereafter **Schedule of Payments:**

Upon completion of data gathering:	\$16,175
Upon demonstration of a functional demand model:	\$36,450
Additional Meetings meeting	Upon Completion of the
Ongoing Fees	Upon Execution by the City

Attendance at additional meetings to be billed as shown below:

Labor Fee for one (1) CONSULTANT Attendee:

One day of travel and meetings – hourly rate of \$160 at an estimated 8 hours of travel and meetings = \$1,300 plus travel expenses per meeting

NTE Expense		2-Day	
Cost: Same		travel:	
Day travel:			
Flights	\$250	Flights	\$250
Meals	\$44	Meals	\$67
Lodging	\$0	Lodging	\$150
Rental Car + Gas	\$65	Rental Car + Gas	\$65
<u> Total</u>	<u>\$359</u>	Total	\$532

Labor Fee for two (2) CONSULTANT Attendees:

One day of travel and meetings – hourly rate of \$160 at an estimated 8 hours of travel and meetings + hourly rate of \$145 at an estimated 8 hours of travel and meetings = \$2,500 plus travel expenses per meeting

NTE Expense		2-Day	
Cost: Same		travel:	
Day travel:			
Flights	\$500	Flights	\$500
Meals	\$88	Meals	\$134
Lodging	\$0	Lodging	\$300
Rental Car + Gas	\$65	Rental Car + Gas	\$65
<u> Total</u>	<u>\$653</u>	Total	\$999

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 : _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola PHONE (A/C No. Ext): (770) 552-4225 FAX (A/C No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty</td> <td>25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25682</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty	25674	INSURER B: Travelers Indemnity Company	25682	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636															

COVERAGES **CERTIFICATE NUMBER:** 11-12 (Kimley Bonnie) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			P-630-8193B99A-TIL-11	12/1/2011	12/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			P-810-5724B497-TCT-11	12/1/2011	12/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI split \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PSM-CUP-8193B99A-TIL-11	12/1/2011	12/1/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PJ-UB-8193B99-A-11	12/1/2011	12/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			016017332	12/1/2011	12/1/2012	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Beverly Hills is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below.

CERTIFICATE HOLDER

The City of Beverly Hills

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matias Ormaza/JERRY