



AGENDA REPORT

Meeting Date: September 20, 2012
Item Number: F-9
To: Honorable Mayor & City Council
From: Megan Roach, Marketing & Economic Sustainability Manager 
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RODEO DRIVE, INC. FOR RODEO DRIVE HOLIDAY DÉCOR; AND APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$163,105 FOR THESE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve an agreement between the City of Beverly Hills and Rodeo Drive, Inc. for Rodeo Drive holiday décor and approve a purchase order in a not-to-exceed amount of \$163,105 for these services.

INTRODUCTION

On August 23, 2012, the City Council approved a recommendation from the Special Events/Holiday Liaison Committee (Councilmember Bosse and Councilmember Brucker) for the overall design theme and specific decor components for the City's 2012 Holiday Décor Program. The City Council directed staff to prepare an agreement with Rodeo Drive, Inc. for holiday décor for Rodeo Drive.

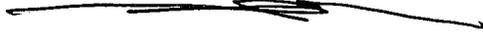
DISCUSSION

The agreement with Rodeo Drive, Inc. includes the following décor components:

1. Silver-painted trees with twinkle lights for the street medians
2. New, red branch theme street pole banners
3. Moravian stars to hang from building rooftops and across Rodeo Drive
4. Red twinkle lights and up lighting for median palm trees (*twinkle lights included in City's décor budget*)
5. Up lighting of Torso sculpture in red accent color

FISCAL IMPACT

The City's Finance Department projects \$28,942,900 in TOT revenue for the 2012-13 Fiscal Year, which results in a Tourism and Marketing budget of \$4,817,984. The agreement with Rodeo Drive, Inc. is for \$163,105 and it will be expensed to the holiday décor line item in the Tourism and Marketing budget.



Scott Miller
Finance Approval



Cheryl Friedling
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RODEO DRIVE INC. FOR RODEO DRIVE HOLIDAY
DÉCOR

NAME OF CONTRACTOR: Rodeo Drive, Inc.

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: Jim Jahant, President

CONTRACTOR'S ADDRESS: Rodeo Drive Inc.
c/o The Donahue Group
1463 Tamarind Avenue
Los Angeles, CA 90028

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Cheryl Friedling
Deputy City Manager

COMMENCEMENT DATE: Upon Fully Executed Agreement

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not-to-exceed \$163,105.00 as further
described in Exhibit A, unless amended
pursuant to Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RODEO DRIVE INC. FOR RODEO DRIVE HOLIDAY
DÉCOR

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Rodeo Drive, Inc. a California corporation (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work.

(a) CONTRACTOR shall perform the Scope of Work described in Exhibit A (including the creation and installation of holiday décor elements as described in Exhibit C hereto) 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 the CITY in advance before any change order is to commence. The holiday décor elements includes silver-painted trees wrapped with twinkle lights in weighted bases; new street pole banners; Moravian stars to hang from building rooftops and across Rodeo Drive; and up lighting of the Torso sculpture.

Section 2. Time of Performance.

(a) CONTRACTOR shall commence its services under this Agreement upon receipt from CITY of this Agreement fully executed.

(b) CONTRACTOR shall perform all services in conformance with a project schedule mutually agreed upon by the parties and attached hereto and incorporated herein as Exhibit B. Any changes to the project schedule shall be made in writing by the City Manager or his designee, on behalf of CITY, in consultation with CONTRACTOR. All Holiday Program elements (as defined in the Scope of Services) shall be completed, installed, tested and fully operational by November 19, 2012.

(c) CONTRACTOR shall remove all holiday décor elements during the period of January 3-5, 2013. If CONTRACTOR fails to remove all holiday décor elements by

January 5, 2013, CITY may, at CONTRACTOR'S expense, remove all holiday décor elements. In the event CITY must remove any holiday décor elements, CITY shall deduct the cost of removal from the last payment due to CONTRACTOR pursuant to paragraph four in "Exhibit D – Schedule of Payment" attached hereto and incorporated by reference herein.

(d) CITY and CONTRACTOR acknowledge that time is of the essence with respect to the services provided by CONTRACTOR hereunder. CITY may approve changes to the project schedule caused by weather conditions which make it unsafe to install the holiday elements or delays in CITY permit processing or approvals.

Section 3. Compensation.

(a) CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement and more particularly described in Exhibit C, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed \$163,105.00. Such compensation shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable) and any other out-of-pocket costs, including payment of monies to third parties directly engaged by CONTRACTOR to provide services under this Agreement. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit D. CONTRACTOR agrees to directly bill the CITY for the actual costs incurred for any equipment, materials, or supplies necessary to provide the services under this Agreement, with no mark up. CONTRACTOR shall pass through any savings or additional costs associated with the scope of work outlined in Exhibit A. CONTRACTOR shall be the owner of all holiday décor elements.

Section 4. 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 5. Assignment. The services to be provided by CONTRACTOR may not be assigned in whole or in part, without the prior written consent of CITY. The CITY acknowledges that the holiday elements (as defined in the scope of work) will be performed by third party contractors engaged by CONTRACTOR.

Section 6. CONTRACTOR and CITY: Responsible Principal.

(a) The Responsible Principal of CONTRACTOR shall be Jim Jahant, President, and 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 Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

(b) The Responsible Principal of CITY shall be Megan Roach, Marketing and Economic Sustainability Manager and shall serve as principal liaison between CITY and

CONTRACTOR. CITY shall notify CONTRACTOR of any change in CITY's Responsible Principal.

Section 7. Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CONTRACTOR shall be solely responsible for the work performed by those third party contractors, including timely performance and payment

Section 8. Force Majeure. CONTRACTOR shall not be held responsible for delays or cancellation caused by events beyond the control of CONTRACTOR. Such events include the following: acts of god, fire, epidemic, earthquake, flood or other natural disaster, acts of the government, riots, strikes, war, civil disorder or other man-made disaster.

Section 9. Compliance with Laws. CONTRACTOR and its subcontractors shall comply with all applicable federal, state and local laws applicable to this Agreement.

Section 10. Licenses and Permits. CONTRACTOR and its subcontractors are responsible for obtaining the licenses and permits required by federal, state or local law, rule or regulation, including, but not limited to, CITY permits as listed in Exhibit E, attached hereto and incorporated herein. As it pertains to CITY permits only, the CITY shall waive the cost of any such CITY permit fees necessary for the installation, maintenance and removal of the holiday elements, including any permits fees required for the wiring and/or electrical components of the same.

Section 11. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 12. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

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

(d) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement unless otherwise determined by the CITY's Risk Manager.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) If CONTRACTOR fails to keep the aforesaid insurance in full force and effect, CITY shall notify CONTRACTOR that it is in breach of the Agreement and CONTRACTOR has three (3) days to cure such breach. If such breach is not cured by CONTRACTOR as required in this paragraph, CITY may terminate the 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.

(g) 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 F, 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 policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by 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.

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY prior to commencing work under this Agreement.

Section 13. Indemnification.

(a) 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 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 including its subcontractors in the performance of this Agreement. CONTRACTOR shall require that its agreements with its subcontractor also provide the indemnification in favor of the CITY as set forth in this paragraph.

(b) CITY agrees to indemnify, hold harmless and defend CONTRACTOR from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from the use of CITY's logo and other CITY trademarks, or any defects in CITY owned property which is the sole cause of the liability or financial loss.

(c) These indemnity provisions shall survive termination of this Agreement.

Section 14. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term and condition set forth in this Agreement.

Section 15. Termination.

(a) In the event that CONTRACTOR has not performed its obligations under this Agreement, including the requirement that all holiday décor elements meet the standards outlined in the design plans and specifications, CITY shall give written notice to CONTRACTOR to correct any such deficiencies. If CONTRACTOR does not cure any such deficiencies within three business days or such other period of time as agreed to in writing by CITY, CITY may cancel this Agreement upon five business days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on the effective date of such notice.

(b) In the event of termination by CITY, CONTRACTOR shall be paid for all services satisfactorily 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 CONTRACTOR for the full performance of the services required by this Agreement.

(c) CONTRACTOR shall ensure and require that any agreements with subcontractors for the provision and/or installation of holiday décor elements contain a contractual clause to allow the agreement to be assigned to the CITY (upon the CITY's written request) if this Agreement with CONTRACTOR shall be terminated or cancelled at any time during its term.

Section 16. Notice. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during receiving party's regular business hours or by facsimile before or during 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 17. 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 18. Attorney's Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

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

Section 20. Exclusivity. For five years following the termination of this Agreement, CONTRACTOR agrees not to substantially replicate the CITY's Program designs for any other entity anywhere within Los Angeles County without the prior written consent of CITY.

Section 21. 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.

Section 22. CITY Not Obligated to Third Parties. The CITY shall not be obligated or liable under this Agreement to any party other than the CONTRACTOR, subject to the provisions set forth in Section 15(d) of the Agreement.

EXECUTED the _____ day of _____, 2012, at Beverly Hills, California.

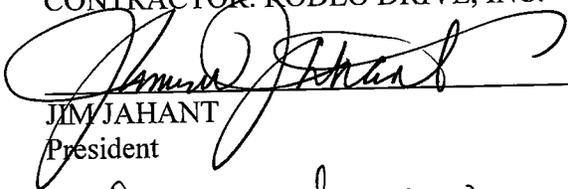
CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN M.D.
Mayor of the City of
Beverly Hills, California

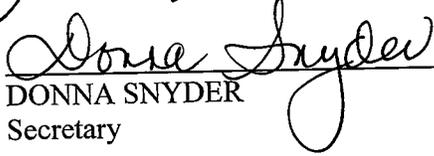
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: RODEO DRIVE, INC.



JIM JAHANT
President



DONNA SNYDER
Secretary

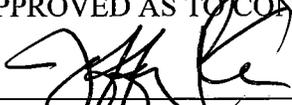
[Signatures continue]

APPROVED AS TO FORM:

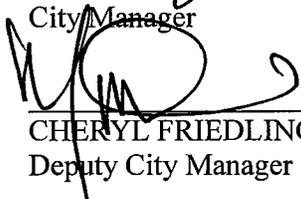


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



CHERYL FRIEDLING
Deputy City Manager



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK – RODEO DRIVE HOLIDAY DÉCOR

A. Description of Program and General Services

1. CONTRACTOR shall, at the request of CITY, provide all design, development, technical and artistic direction, program and contract management, liaison and general program oversight necessary to create, produce and execute a comprehensive holiday décor program (the “Program”) on Rodeo Drive as described herein.
2. Services provided by CONTRACTOR include all materials, labor, supplies, equipment, tools, transportation and other items necessary for installation and execution of the Program.
3. The implementation of the Program shall be conducted in the following project phases: design, fabrication, installation, maintenance, removal and storage.

B. Project Management

This scope of work requires that CONTRACTOR oversee the design, fabrication and installation of the various Holiday Décor Elements on Rodeo Drive including their maintenance and removal. Accordingly, CONTRACTOR shall provide overall project management for the implementation of the Program. Project management includes, but is not limited to:

1. Coordinate and oversee all phases of the project: design, fabrication, installation, removal and storage.
2. Coordinate and oversee personnel, artistic and technical, for the duration of the Program as described in this Exhibit A.
3. Coordinate with CITY’s representatives for the duration of the Program.

C. Artistic Direction

1. CONTRACTOR shall ensure to the greatest extent possible that all Holiday Décor Elements, specifically those that utilize electricity, minimize the use of power and utilize LED or such other projects and materials designed for efficiency and longevity.
2. As of the date of this Agreement, CONTRACTOR has submitted to CITY the design of the Holiday Décor Elements which the CITY has approved prior to their fabrication.

D. Technical Direction

CONTRACTOR shall provide technical direction for the Program. This includes, but is not limited to:

1. Oversee the Design Phase.
2. Oversee the Fabrication Phase.
3. Oversee the Installation Phase.
4. Oversee the Maintenance Phase.
5. Monitor, Regulate and Coordinate all Vendors in regards to technical schedules.
6. Coordinate with the CITY's Technical representative(s) during all phases of the Project including coordination with the CITY's Representative in regards to budget issues impacted by technical issues.

E. Minimum Specifications for Holiday Décor Elements on Rodeo Drive

The Holiday Décor Elements provided by CONTRACTOR shall comply with the following specifications:

1. The Holiday Décor Elements and all components thereof, for manufacture and installation pursuant to this Agreement, shall have a useful life of three (3) years. All Holiday Décor Elements shall be manufactured and installed so as not to create an unsafe condition on the public street or public right of way. All Holiday Décor Elements shall also be manufactured to meet with all applicable laws and regulations regarding the construction of such decorations. Specifically, but not by way of limitation, such decorations shall be manufactured and installed to withstand rain, wind gusts and other inclement weather and shall be located and installed in such a manner as to avoid, to the greatest extent feasible, vandalism and theft.
2. With respect to Holiday Décor Elements that require the installation of electrical components, the provision of wiring for electrical components or the provision of wiring for power distribution, such electrical components, wiring and/or power distribution shall be installed in accordance with the California Electrical Code and the Beverly Hills Municipal Code. Additionally, where power distribution is required, CONTRACTOR shall provide an outlet for each electrical or component element. The CITY shall waive all permit fees usually required for installation of wiring and/or electrical components.
3. Fabrication of Holiday Décor Elements shall be performed in accordance with best industry practices and techniques and designed for outdoor use. Electrical

components shall be of high quality, designed for outdoor use and shall conform to all applicable electrical codes and standards. All fabricated Holiday Décor Elements shall be warranted by the manufacturer for defects in materials and workmanship. All warranties shall be stated on all contracts with David Rodgers.

4. All installations shall be performed in a workmanlike manner according to accepted industry practices. All lighting and electrical work shall conform to all applicable electrical codes and best practices.
5. Throughout the display period of November 19, 2012 through January 5, 2013 ("Display Period"), CONTRACTOR shall oversee maintenance of all Holiday Décor Elements and shall make all necessary repairs or replacements within 24 hours of identification or notification of any problems. Emergency response conditions, which in the opinion of the CITY's Responsible Principal present a hazard to public welfare and safety, shall be addressed by CONTRACTOR within four hours of notification to CONTRACTOR at no charge to the CITY. CONTRACTOR shall repair damage caused by vandalism to the Holiday Decor Elements when requested by CITY within twenty-four hours of notification to CONTRACTOR. CONTRACTOR shall supply CITY with quotes for such work if requested by the City Manager or his designee.
6. CONTRACTOR shall remove and disassemble all Holiday Decor Elements by January 5, 2013. CONTRACTOR shall provide all transportation of the Holiday Decor Elements to a storage location chosen by CONTRACTOR.
7. As the CITY may desire to contract with CONTRACTOR to use the Holiday Décor Elements for the 2013 and 2014 holiday season, the Holiday Decor Elements shall be stored in an appropriate manner such that no damage results from storage. CONTRACTOR shall exercise all reasonable care in the handling and storage of the Holiday Decor Elements.
8. CONTRACTOR shall take all reasonable steps necessary to ensure the safety of its employees, of any subcontractors, and CITY employees and to protect CITY property from damage. Any safety hazards discovered by CONTRACTOR or its subcontractors during the course of work shall be reported immediately to the CITY's Representative. CONTRACTOR and its subcontractors shall comply with all applicable OSHA or other safety-related laws and regulations in the performance of this Agreement including the installation and removal of the Holiday Décor Elements.

EXHIBIT B

**2012 HOLIDAY DÉCOR PROGRAM ON RODEO DRIVE
PRELIMINARY SCHEDULE**

All Holiday Décor Elements shall be completed, installed, tested, and fully operational by November 19, 2012.

COMPLETION DATE	ACTIVITY	VENDOR
Nov 12 – Nov 15	Installation of Ice Forest trees on Rodeo Drive, Red Branch Banners, palm uplighting and Torso up-lighting and Moravian Stars.	Production Elements, MBE, ShowPro, TDG
Nov 16	Review and approve all elements	Rodeo Drive
Nov 17	City Review and Approval	City
Nov 19	Begin display period	
Jan 2	End display period	
Jan 3 – Jan 5	Remove Ice Forest trees on Rodeo Drive, Red Branch Banners, palm uplighting and Torso up-lighting and Moravian Stars.	Production Elements, MBE, ShowPro, TDG

EXHIBIT C
COMPENSATION

Attachment 1 to this Exhibit is an estimated budget for the Program, attached hereto and incorporated herein. Final subcontract amounts shall be negotiated by CONTRACTOR and approved by CITY in accordance with the terms of the Agreement. Said compensation for the satisfactory performance of all services required by this Agreement shall not exceed One Hundred Sixty-Three Thousand One Hundred Five Dollars (\$163,105.00) and shall be based on the budget estimates provided to CITY from CONTRACTOR from the Program Vendors.

ATTACHMENT 1 TO EXHIBIT C

**2012 HOLIDAY DÉCOR PROGRAM ON RODEO DRIVE
BUDGET ESTIMATES**

Décor Element	Budget Estimate	Notes
Banners/Permits	\$ 7,706	28 Reflective Banners installed on Rodeo Dr (200, 300 and 400 blks) center and median
Ice Forest Trees	\$ 99,861	19 Silver Painted 12' by 6' diameter trees wrapped with twinkle lights (powered by power in medians) includes weighted bases, installation and removal with lights..
Banner Graphics Design Snowflake or Branch	\$ 2,500	Includes design, ownership of graphics for all uses and oversee printing.
Lighting/Moravian Stars	\$ 15,050	Installation of 48-21" plastic Moravian Stars with solar LED's inside (3 lines in 200 blk, 4 lines each of 300 and 400 blks) \$18,400 if using incandescent bulbs in lieu of solar and assumes power would be supplied by bldg owners
Colored Uplights on Median Palm Trees	\$ 9,090	provides color on trunks of trees and palm fronds
Colored Uplights on Torso	\$ 1,000	(this can be static or color changing)
Production Manager & Assistant	\$ 2,000	Prod Mgr and assistant 40 hrs @\$50
Subtotal	\$ 137,207	
Service Charge 10% of total	\$ 16,311	Oversee and manage installation, design, vendors. Denotes 33% discount from usual 15%.
SUB TOTAL	\$ 153,517	
OPEN TO SPEND	\$ 9,588	Allows for movement in Moravian Stars, other Elements and Contingency for Unkown Expenses
TOTAL	\$ 163,105	

EXHIBIT D

SCHEDULE OF PAYMENT

CONTRACTOR shall be paid in accordance with the following payment schedule:

1. Within two (2) weeks of execution of this Agreement, CONTRACTOR shall be paid the INITIAL payment in the amount of 40% of the total amount of compensation.

2. Within three (3) business days of CONTRACTOR's commencement of installation of all Holiday Elements, CONTRACTOR shall be paid the START OF INSTALLATION payment in the amount of 25% of the total amount of compensation. Upon CITY's review and satisfaction of the contents contained therein, the payment shall be released.

3. Within three (3) business days of CONTRACTOR's completion of installation of all holiday elements, CONTRACTOR shall be paid the COMPLETION OF INSTALLATION payment in the amount of 25% of the total amount of compensation. Upon CITY's review and satisfaction of the contents contained therein, the payment shall be released.

4. Within three (3) business days of CONTRACTOR's deinstallation of all Holiday Elements, CONTRACTOR shall be paid the FINAL payment in the amount of the remainder of the total amount of compensation. Upon CITY's review and satisfaction of the contents contained therein, the payment shall be released.

5. CONTRACTOR shall submit an itemized statement to CITY for its services performed during the milestone payment schedule set forth above, which shall include documentation setting forth in detail a description of the services rendered. CONTRACTOR shall endeavor to submit invoices at least two (2) weeks before each milestone payment. In addition, CONTRACTOR shall submit payment releases from its subcontractors prior to payment to CONTRACTOR for subcontractor services on a form approved by the CITY's Responsible Principal. CITY shall endeavor to pay CONTRACTOR the amount of such billing within three (3) business days of receipt of same. Contractor acknowledges that CITY funds are released on a check schedule, which may vary from month-to-month.

EXHIBIT E

**PERMITS THAT MAY BE REQUIRED (FEES WAIVED)
FOR HOLIDAY DÉCOR ON RODEO DRIVE**

Building Permit
Electrical Permit
Heavy Hauling Permit
Street Use Permit
Encroachment Permit
Special Event Permit



**EXHIBIT F
CERTIFICATE OF INSURANCE**

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____
