



AGENDA REPORT

Meeting Date: February 19, 2013

Item Number: G-11

To: Honorable Mayor & City Council

From: Donielle Kahikina, Associate Project Manager

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CPM ONE SOURCE, INC. FOR FURNITURE PURCHASE AND INSTALLATION FOR THE PUBLIC WORKS WAREHOUSE AND SHOPS PROJECT; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$277,412.75 TO CPM ONE SOURCE, INC. FOR THE PURCHASE AND SERVICES; AND

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$160,000 FOR HIGH CAPACITY STORAGE UNITS AND WORKBENCHES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and CPM One Source, Inc. for the purchase and installation of staff workstations and office furniture for the Public Works Warehouse and Shops project, in the amount of \$267,412.75, and contingencies of \$10,000; and approval of a Purchase Order in the amount of \$277,412.75. Staff further recommends that the City Council move to and direct authorize the City Manager to execute a Purchase Order in an amount not to exceed \$160,000 for the purchase of high capacity storage units and workbenches for the Public Works Warehouse and Shops project.

INTRODUCTION

On September 24, 2012, the City Council approved the award of contracts for the construction of the Public Works Warehouse, Shops and Site Improvements Project. The facility will provide for efficient storage of interior and exterior materials used by the City's Public Works & Transportation Department. It replaces over 60,000 square feet of warehouse and shops that were previously located on the northwest corner of Foothill

Road and Third St. The proposed agreement is for staff workstations, office furniture and warehouse storage units for the Public Works Warehouse and Shops building.

DISCUSSION

The project, currently under construction, consists of a 2-story with basement, 20,000 square foot Public Works warehouse and shops facility and exterior yard located at 9357 W. Third Street, on the City's former refuse transfer site.

The structure has a basement warehouse, a ground floor of technical trade shops, and a second floor that will provide the Public Works Department Emergency Operations Center (D.O.C.), the storage of Engineering plans and documents, offices, and unassigned future space for City uses. A tunnel connecting basement of the new facility to existing 3rd Street parking structure subterranean level B-2 is also proposed to provide secondary access to emergency supplies.

The scope includes the purchase and installation of the following:

- Basement Level: High capacity warehouse storage, shelving & related equipment;
- First Floor: Workbenches, tables and chairs, and various storage and filing cabinets;
- Second Floor: Office workstations, Department Operations Center tables and chairs, and various storage and filing cabinets;

Below is a cost breakdown for the types of furniture and equipment listed above:

Purchase and Installation by CPM One Source (General Services Administration pricing):

Tables and chairs:	\$33,947.20
Office workstations and fixtures:	\$41,253.54
High density and filing systems:	\$67,216.46
Delivery and installation	\$56,800.00
Fees for design, engineering & project management:	\$31,300.00
Freight:	\$17,400.00
Sales tax:	<u>\$19,495.55</u>
Total:	\$267,412.75

Purchase Order Under Authority of the City Manager (competitive bid):

Workbenches, high capacity storage, shelving, and related equipment: Not to Exceed: \$160,000.00

Beverly Hills Municipal Code Section 3-3-205, Alternative Purchasing Procedures, provides that the City's purchasing agent may purchase equipment where competitive bid procedures have already been utilized such as purchased from federal, state or county governments as long as the City is supplied the equipment at the same or better price as was obtained through the competitive bid procedures. . The basis for the cost proposal is General Services Administration (GSA) pricing for workstations, tables and seating; In addition to providing competitive pricing, CPM One Source is recommended for its commitment to a high level of customer service and providing a quality product

The purchase of the high capacity storage and workbenches will be procured by the competitive bid process per Beverly Hills Municipal Code Section 3-3-204, City Council Approval, Level 4 Purchases, which will ensure that the City receives the best competitive cost for all of the products. Staff recommends that the City Council

authorize the City Manager or his designee to issue a purchase order to the vendor providing the lowest cost for these items.

The estimated project cost presented to the City Council on April 17, 2012, included a budget for furniture, fixtures and equipment of \$520,000. The cost of the furniture in the proposed CPM One Source Agreement and Purchase Order in the not to exceed amount is \$267,412.75 including \$10,000 for contingencies, and a Purchase Order to be authorized by the City Manager in the not to exceed amount of \$160,000 is well within the allocated project funds. The purchase of furniture at this time is cost beneficial to the project in order to avoid storage costs from vendors that would be incurred if the purchase was made too early in the project. The balance of the furniture, fixtures and equipment budget is allocated for the purchase of computers, tools and equipment necessary for the building's function, which will be procured by purchase order under the authorization of the City Manager.

FISCAL IMPACT

Funding for this purchase and installation has been budgeted for in the FY 12-13 Capital Improvement Program (CIP) budget approved by the City Council for the Public Works Yard and Facilities Improvements Project #0894.


 Noel Marquis
Finance Approval


David D. Gustavson
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CPM ONE SOURCE, INC. FOR FURNITURE PURCHASE AND INSTALLATION FOR THE PUBLIC WORKS WAREHOUSE AND SHOPS PROJECT

NAME OF VENDOR: CPM ONE SOURCE, INC.

RESPONSIBLE PRINCIPAL OF VENDOR: Phillip Sapon, Principal

VENDOR'S ADDRESS: 1036-D Broxton Ave.
Los Angeles, CA 90024

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider, Director of Project Administration

COMMENCEMENT DATE: February 19, 2013

TERMINATION DATE: February 18, 2014

CONSIDERATION: Not to exceed \$267,412.75, for services described in Exhibit A
Contingency for additional work not to exceed \$10,000.00;
Total not to exceed \$277,412.75 (includes all applicable sales tax), as more particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CPM ONE SOURCE, INC. FOR FURNITURE PURCHASE AND INSTALLATION FOR THE PUBLIC WORKS WAREHOUSE AND SHOPS PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and CPM One Source, Inc. a California corporation (hereinafter called "VENDOR").

RECITALS

A. CITY desires to obtain services of a contractor to perform work as described in Exhibit A ("Work" or "Scope of Work"), attached hereto and incorporated herein.

B. VENDOR represents that it is licensed, qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform and complete in good and workmanlike manner the Scope of Work described in Exhibit A in a manner satisfactory to CITY.

Section 2. Time of Performance. VENDOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. VENDOR shall perform the services on or by the Termination Date set forth above, unless extended in writing by the City Manager or his designee pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

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

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require VENDOR to perform additional services not included in the Scope of Work. 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, VENDOR 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 VENDOR the Consideration in accordance with the schedule of payment set forth in Exhibit A and Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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 VENDOR without the prior written approval of CITY. Any attempt by VENDOR 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) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. 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. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. All personnel engaged in the work shall be qualified to perform such work.

Section 9. Changes to the Scope of Work. CITY may by written notice initiate any change to the scope of services. The cost of any change order must be agreed to by both parties in writing.

Section 10. Interests of VENDOR. VENDOR 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 VENDOR.

Section 11. Insurance.

(a) VENDOR 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 VENDOR.

(b) VENDOR 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 VENDOR in performing the services required by this Agreement.

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

(d) VENDOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(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) VENDOR 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 VENDOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability 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 VENDOR 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. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claims, 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 VENDOR or any person employed by VENDOR 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 (5) days written notice to VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall VENDOR be entitled to receive more than the amount that would be paid VENDOR for the full performance of the services required by this Agreement. VENDOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Notice. Any notice, 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 15. Affirmative Action in Contracting Policy. CITY is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. VENDOR expressly agrees to comply with the CITY's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. VENDOR and every supplier of materials and services shall be an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

Section 16. Standard Specifications. In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction work shall be done in accordance with the provisions of the most current edition of "Standard Specifications for Public Works Construction" (commonly known as "the Green Book") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these General Specifications shall apply to and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

Section 17. Legal Relations and Responsibility to CITY

(a) Laws To Be Observed. VENDOR shall be knowledgeable of and observe all existing and pending State and national laws and all municipal ordinances and regulations of CITY, which in any manner affect those employed in the Work, or the material used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. VENDOR shall particularly observe all ordinances of CITY in relation to the obstruction of streets or conduct of the Work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

(b) Social Security Requirements. VENDOR shall furnish to CITY satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. VENDOR, at any time on request, shall satisfy CITY that the Social Security and Withholding Tax are being properly reported and paid.

(c) Labor Laws and Prevailing Wages. VENDOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. VENDOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor."

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the Work to be done under contract for public improvement. VENDOR shall pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."

A copy of said documents is on file and may be inspected in the office of the Director of Public Works & Transportation, Room 246, 345 Foothill Road, Beverly Hills, California 90210.

VENDOR shall execute simultaneously with the execution of this Agreement a statement acknowledging obligation to comply with California Labor Law requirements. That statement is attached as Exhibit C and incorporated herein by reference.

(d) Penalties. VENDOR shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to CITY, the sum of two hundred (\$200.00) dollars for each calendar day or portion thereof during which VENDOR or any subcontractor has paid to any worker employed in the project an amount less than that required by the provisions of the preceding subsection.

(e) Payroll Records. VENDOR's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon VENDOR for the maintenance, certification, and availability for inspection of such records for all persons employed by VENDOR or by the subcontractors in connection with the project. VENDOR shall agree through the Agreement to comply with this section and the remaining provisions of the Labor Code.

(f) Working Hours. VENDOR shall forfeit, as penalty to CITY, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by VENDOR or subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

(g) Apprentices. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by VENDOR or any subcontractor. VENDOR and all subcontractors shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial

Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

(h) Fair Employment Practices/Equal Opportunity Acts. In the performance of the Work described in this Agreement, VENDOR and every supplier of materials and services 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.

(i) Registration Of Contractors. VENDOR shall at all times possess a valid California Contractor's License Class B or other appropriate license classification under the State Contracting Code.

(j) Patents. VENDOR shall assume all responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify, and hold harmless CITY, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

Section 18. Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the VENDOR's sole expense.

Section 19. Licenses and Permits. Except as provided herein below, VENDOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining CITY permits required under this Agreement will be waived. All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.

Section 20. Assignment of Unfair Business Practices. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, VENDOR or its subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to VENDOR, without further acknowledgment by the parties.

Section 21. Special Conditions.

(a) Hours of Work. All construction activity shall be performed only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. For any construction activity to be performed after these hours or on weekends, VENDOR shall obtain the written approval of the CITY's representative.

(b) Conduct of the Work. Workmen shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no loud noise, shouting or other extraneous activity that might cause disruption to staff or patrons as the case may be. The operations of the Public Works Warehouse and Shops shall remain open throughout the construction period.

(c) Storage will be limited to the Work area.

(d) VENDOR shall have a competent representative on the Work site at all times Work is in progress. Communication given to the representative shall be binding as if given to the VENDOR. VENDOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the CITY's representative, with a qualified, competent replacement acceptable to the CITY's representative.

(e) VENDOR shall submit schedule information to the CITY's representative for integration into the overall project schedule. Activity information shall be of sufficient detail to ensure adequate coordination, planning and execution of the Work within the Time of Performance required by this Agreement.

(f) Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the VENDOR as the work progresses. If necessary, the CITY may elect, upon written notice to the VENDOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 22. 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 23. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 24. 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 25. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 26. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 27. 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 _____ 2013, at Beverly Hills, California.

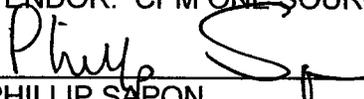
CITY OF BEVERLY HILLS
A Municipal Corporation

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

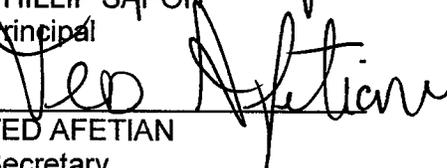
ATTEST:

BYRON POPE (SEAL)
City Clerk

VENDOR: CPM ONE SOURCE, INC.

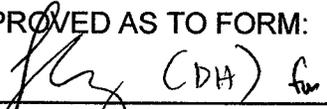


PHILLIP SAPON
Principal



TED AFETIAN
Secretary

APPROVED AS TO FORM:



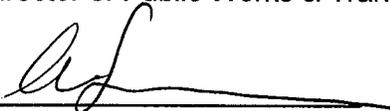
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

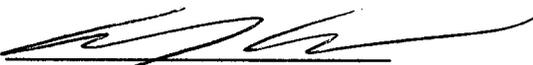
JEFFREY C. KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

VENDOR shall perform the following services:

VENDOR shall provide all materials, necessary equipment, and skilled labor to provide and perform the following scope. VENDOR guarantees that the work shall be performed in accordance to the drawings and specifications prepared by One Source, CITY's VENDOR, and direction provided by CITY's project manager. VENDOR shall have at all times management on site familiar with the project and with authority to direct its staff. In addition, VENDOR agrees to comply with all required regulations and safety procedures, and provide its services to CITY's full satisfaction.

CPM One Source shall provide and install the new products as specified and described below:

SafeCo: Gs-29F-0010P **\$35,566.46**

- Qty16: Part #4960 [Steel Roll File 16 Compartments 5 1/2"W X 38"D X 15 1/4" H]
- Qty3: Part #4962 [Steel Roll File 36 Compartments 15 1/2"W X 38"D X 15 1/4" H]
- Qty13: Part #4986 [Flat File 10-Drawer Steel 42 x 30, No Base]
- Qty2: Part #4995 [Closed Base 6"H, for 4994, 40 1/2"W, x 26 3/4"D x 6" H]
- Qty6: Part #4994 [Flat File 5-Drawer Steel 40 1/2"W" x 29 1/2" x 16 1/2"H
- Qty5: Part #4997 [Closed Base 6" h, for 4986 , 46 1/2" W x 32 3/4" D X 6" H
- Qty6: Part #4998 [Flat File 5-Drawer Steel 48 x 36, No Base]
- Qty2: Part #4999 [Closed Base 6" h, for 4998 (53 1/2" W x 38 3/4" D X 6" H]
- Qty:7 Part #5016 [Pivot wall Mounted Rack 24" x 14" x 9"]
- Qty:1 Part #4977 [Open base 20" base for 4986, 46 1/2"W x 35 1/2"D x 20" H]

MTM Business System: GSA #: GS-28F-0040Y **\$31,650.00**

- High density files
- vertical stencil storage

Roulliard: **\$10,894.36**

- Qty 14: Lead Channel Mid-back Task chair
- Qty 9: Urbex Task Chair

Allseating: GSA #: GS-29F-004AA **\$5,235.20**

- Inertia Chair: Qty16

Allermuir: GSA #: GS-28F-0029Y **\$17,817.64**

- Qty 8: Casper Side Chair
- Qty 1: Stirling Couch:
- Qty 13: Ad-Lib Chair:
- Qty1: Ad-Lib Stool:
- Qty2: Open-Dining Table:

Kimball Products: National IPA # 10-004 **\$41,253.54**

Room 112:

- (1) Private Office

Room 113:

- (1) Private Office

Room 117:

- (1) Workstation
- (1) Conference Table
- (1) Event Guest Chair

Room 215:

- (2) Private Office
- (4) Filing
- (2) Book Shelves

Room 217:

- (1) Private Office
- (3) Event chairs
- (1) Guest Table

Room 204:

- (1) Conference Table

Room 203:

- (8) Training Tables
- (2) Workstation

Product Sub-Total:	\$142,417.20
Freight:	\$17,400.00
Design Fees:	\$12,000.00
Delivery & Install (Taxable):	\$56,800.00
Project management Fee's:	\$15,500.00
Permits, Structural Engineer, Inspection:	\$3,800.00
Sub-Total:	\$247,917.20
Sales Tax	\$19,495.55
Grand Total:	\$267,412.75

SCHEDULE OF WORK:

Work shall be performed during non-working hours only.
Start work upon receipt of approved agreement and Notice to Proceed
Complete work within 30 days after commencement

WARRANTY:

One (1) year materials and labor

EXHIBIT B

RATES or UNIT COSTS

CITY shall compensate VENDOR for the satisfactory performance of the work described in this Agreement in the amount of Two Hundred Sixty-Seven Thousand Four Hundred Twelve Dollars and Seventy-Five Cents (\$267,412.75), as more particularly described in Exhibit A.

The Contingency in an amount not to exceed Ten Thousand Dollars (\$10,000.00), is for additional, unforeseen and unanticipated work outside the scope of services described in Exhibit A, which work shall not be undertaken without the express direction by the CITY in writing. Compensation for any such additional work shall be mutually agreed upon by the parties in writing.

In no event shall the Fee and the Contingency exceed Two Hundred Seventy-Seven Thousand Four Hundred Twelve Dollars and Seventy-Five Cents (\$277,412.75).

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 : _____

