AGENDA REPORT

Meeting Date: August 19, 2014

Item Number: D-12

To: Honorable Mayor & City Council

From: Megan Roach, Marketing & Economic Sustainability Manager

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND UTOPIA ENTERTAINMENT, INC. FOR HOLIDAY DÉCOR PROGRAM MANAGEMENT; AND APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF $729,160 TO UTOPIA ENTERTAINMENT, INC. FOR THESE SERVICES

Attachments: 1. Agreement for Services

RECOMMENDATION

It is recommended that the City Council approve an agreement between the City of Beverly Hills and Utopia Entertainment, Inc. for holiday décor program management and approve a purchase order in a not-to-exceed amount of $729,160 to Utopia Entertainment Inc. for these services.

This item should be pulled from the consent calendar and discussed by the City Council if time does not permit discussing the corresponding study session item.

INTRODUCTION

This item requests the City Council approve the agreement with Utopia Entertainment, Inc. for holiday décor and program management for the City's 2014 holiday program. The agreement with Utopia Entertainment, Inc. includes program management, bidding, installation and oversight of the holiday décor program.

DISCUSSION

On August 11, 2014, the Rodeo Drive/Special Events/Holiday Committee (Mayor Bosse and Councilmember Krasne) met to discuss creative direction for the City's 2014 holiday décor program. The Committee recommended replicating the 2013 décor program by

focusing on traditional holiday décor for the city's commercial areas. A focal point of this year's program will be the sixteen Baccarat crystal chandeliers on Rodeo Drive. The Committee also recommended adding lights to the palm trees on East Wilshire and the ficus trees on La Cienega, per the recommendation from the City's Southeast Task Force to enhance holiday décor in the southeast areas.

The Committee recommended a total budget of $704,160 for holiday décor for the City's commercial areas. This excludes the Baccarat chandeliers and holiday décor for Rodeo Drive, which is funded through the City's funding agreement with the Rodeo Drive Committee.

Request for Proposal – Holiday Program Management

On March 13, 2014, the City released a Request for Proposal (RFP) for the Comprehensive Management of the City's Holiday Décor and Lighting Program. The deadline to submit proposals was April 10, 2014. The RFP was posted on the City's website and transmitted to fifteen companies.

The City received two proposals, one from the current vendor, Utopia Entertainment, and a proposal from The Vox Group. The Vox Group did not meet the minimum qualifications of at last two years producing décor programming and event management for a local government agency, as outlined in the RFP. Therefore, The Vox Group was not invited to the next stage in the process. Utopia Entertainment's proposal met the minimum qualifications in the RFP. In addition, Utopia's expertise in managing the City's holiday lighting and décor program for the past eight consecutive years demonstrates the firm's ability to successfully manage this year's program.

Utopia Entertainment is a full service design and production company that specializes in themed entertainment and special events through a turn-key approach, which includes conceptual design services, technical design services and overall project management services, including being 'on-call' to address technical and maintenance issues that arise during the seven-week décor run.

Following consultation with the City Attorney's Office, an Agreement for Services was prepared for Utopia Entertainment to undertake a range of services aimed at providing seamless management of the City's holiday décor program. Principal services include competitive bidding for service vendors, oversight and management of vendors, responsibility for coordination between a variety of City departments and vendors, response and correction of technical and maintenance issues during the display period, oversight of storage of the décor. In addition, the agreement with Utopia includes a management fee of 4%. This is considerably less than other event management companies which can charge anywhere from 10% to 20%.

Utopia Scope of Work Key Deliverables:

1. Warm, white incandescent and LED lights on trees for key commercial areas
2. Warm, white lights and bows for the garlands on N. Canon Drive
3. Installation of 'Joy to the Hills' holiday banners and up lighting for street poles in key commercial areas, excluding Rodeo Drive
4. Alternate 'Joy to the Hills' banners with new chandelier-themed banners in complementary colors featuring GEARYs, Baccarat and City logos as part of GEARYs sponsorship arrangement for ten Baccarat chandeliers

5. Enhanced décor for southeast areas as recommended by the Southeast Task Force, including warm, white lights for East Wilshire and La Cienega
6. Change out the bright white bulbs to warm white bulbs for the six arch spans across Wilshire Blvd. and upgrade the electrical wiring
7. Refurbishment and installation of Santa at Wilshire Blvd. and Beverly Drive
8. Multi-colored lights for ficus trees on S. Beverly Drive
9. Décor for ficus trees outside of the Peninsula Hotel
10. Refurbishment and installation of wireless audio system for N. Rodeo Drive and N. Beverly Drive
11. Warm, white LED lights and holiday projections for the front of City Hall on N. Crescent Drive
12. Warm, white lights for the trees in Beverly Canon Gardens Park

FISCAL IMPACT

The agreement with Utopia Entertainment Inc. is for a total of $729,160 and includes $704,160 for the base décor program and $25,000 in contingency funding should the Council wish to add décor leading up to or during the holiday décor program.

The $704,160 includes $80,650 for the warm white lights for East Wilshire and La Cienega and this amount will be charged to CIP No. 854 – Southeast Enhancements. The remaining $623,510 will be charged to the Tourism and Marketing Programs budget. The Tourism and Marketing budget includes $500,000 for holiday décor. Therefore, it is recommended the remaining $123,510 be charged to the contingency programs line item in the Tourism and Marketing Programs budget.

CF

Cheryl Friedling

Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND UTOPIA ENTERTAINMENT, INC. FOR HOLIDAY DÉCOR PROGRAM MANAGEMENT

NAME OF CONTRACTOR:	Utopia Entertainment, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Norman Kahn, Chief Executive Officer
CONTRACTOR'S ADDRESS:	12711 Ventura Blvd., Suite 200 Studio City, CA 91604
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Cheryl Friedling, Deputy City Manager
COMMENCEMENT DATE:	Upon Written Notice to Proceed
TERMINATION DATE:	June 30, 2015
CONSIDERATION:	Not to exceed $704,160.00 as further described in Exhibit A, unless amended pursuant to Section 3 Contingency funds of $25,000.00 Total not to exceed $729,160.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND UTOPIA ENTERTAINMENT, INC. FOR HOLIDAY DÉCOR PROGRAM MANAGEMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Utopia Entertainment, 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 Services.

(a) The CITY desires a turn-key approach for the CITY's 2014 Holiday Program ("Program"). The Program may include but is not limited to holiday lights and decoration, holiday banners, artistic projections and other entertainment elements. In order to implement this approach, CONTRACTOR shall perform the services as described in Exhibit A to the satisfaction of CITY.

(b) By September 15, 2014, CITY and CONTRACTOR shall finalize the lighting, installation and other components of the Program. The components of the Program may include but are not limited to display vendors, audio vendors, banner vendor, and other entertainment elements. CONTRACTOR shall provide CITY with the associated costs of the various Program components and shall bill CITY for the actual costs of such Program components as described more fully in Section 3 of the Agreement.

Section 2. Time of Performance.

(a) CONTRACTOR shall commence the services on the Commencement Date.

(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 21, 2014, or other, later date, as directed by CITY.

(c) 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, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the compensation set forth in Exhibit C, attached hereto and incorporated herein. Such compensation shall constitute payment of CONTRACTOR's management fee for the services as well as reimbursement for 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, attached hereto and incorporated herein. 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 use its best efforts to notify CITY if these direct costs are going to exceed the amounts outlined in Exhibit C. In such event, the City Manager, on behalf of CITY, and CONTRACTOR shall modify the scope of work and compensation, if needed, by written amendment to the Agreement.

(b) Any changes to the scope by the CITY or CITY's scheduling changes which result in an increase in services may constitute a change order from CONTRACTOR or any vendor. CONTRACTOR and the CITY, in writing, must agree upon any change orders in advance before any change order work is to commence. If the change order results in an increase in compensation, the additional compensation shall be added to the compensation set forth in Exhibit C.

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 set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible 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 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. CITY shall approve all subcontractors used in the provision of services under this Agreement within three (3) business days of CONTRACTOR's submission and prior to their engagement by CONTRACTOR. Such approval shall not be unreasonably withheld by CITY. CONTRACTOR, however, 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.

(a) 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.

(b) CONTRACTOR agrees to obtain all licenses for use of music and/or other media utilized in the Program and required by law. CONTRACTOR is responsible for the payment of such license fees and CITY shall reimburse CONTRACTOR for such fees.

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) CITY may cancel this Agreement at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY without cause, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid for work done in accordance with all of the terms and provisions of this Agreement, in an amount to be determined as follows: For termination effective prior to September 30, 2014, CONTRACTOR shall be paid Ten Thousand Dollars ($10,000) and for termination effective on or after November 21, 2014, CONTRACTOR shall be paid the full management fee of Twenty-Nine Thousand Two Hundred Dollars ($29,200). In the event of termination by CITY for cause, 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 third party contractors for the provision of Holiday 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.

(d) In the event of termination without cause, CITY shall release CONTRACTOR from any and all further liability that relate to acts that would have been performed if the Agreement was not terminated.

Section 16. Ownership of Holiday Elements.

(a) All original work and services performed and items (other than commercial goods purchased or used and not adapted or designed specifically for the Program) supplied by CONTRACTOR, CONTRACTOR's personnel and CONTRACTOR's agents for the Program,

including without limitation, the Holiday Elements and all other entitlements of creative works, the creative works themselves, and all other items of equipment in connection with the preparation and production of the Program, shall be from its inception, the sole and exclusive property of CITY, and shall be returned to CITY at the expiration or earlier termination of this Agreement. CONTRACTOR agrees that CITY owns all right, title and interest, including all rights in copyright, throughout the world.

(b) CONTRACTOR agrees that the Program and all creative results to the Program made, provided, or supplied by CONTRACTOR, CONTRACTOR's personnel, or CONTRACTOR's agents (the "Results") are works made for hire for the City of Beverly Hills within the meaning of the United States Copyright Act. To the extent that any Results are not works made for hire, CONTRACTOR hereby assigns to CITY all right, title, and interest therein and to the Results, including copyright. CONTRACTOR agrees to execute any additional documents furnished by CITY to effectuate and confirm the CITY's sole and exclusive ownership in and to the Results.

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

Section 21. 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 22. 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 23. 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 _____, 2014, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONTRACTOR: UTOPIA ENTERTAINMENT, INC.

_____
DANIEL C. BURZLAFF
President and Chief Financial Officer

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY C. KOLIN
City Manager

_____
CHERYL FRIEDLING
Deputy City Manager

_____
KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

The CITY desires a turn-key approach for the CITY's Holiday Program which will begin on November 21, 2014 through January 4, 2015 ("Program"). The Program may include but is not limited to holiday lights and decoration, sound, artistic projections and other entertainment elements as agreed upon between CONTRACTOR and CITY. CONTRACTOR will implement and provide the turn-key approach for the Program which includes the following services as more detailed herein: project management services, artistic direction and technical management of the Program, including contracting and oversight of holiday vendors.

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 executive a comprehensive Program as described herein. This includes but is not limited to holiday lights and decorations, sound, artistic projections and other entertainment elements.

2. Various aspects of the Program may require coordination and approval from private property owners to utilize private property for the installation of the Holiday Elements. CONTRACTOR shall assist CITY in obtaining approvals including fees and licenses from such private property owners.

3. Services provided by CONTRACTOR include all materials, labor, supplies, equipment, tools, transportation and other items necessary for installation and execution of the Program.

4. The implementation of the Program shall be conducted in the following project phases: design, fabrication, installation, maintenance, removal and storage.

5. As set forth in this Agreement, CITY and CONTRACTOR shall determine the elements and vendors that will comprise the 2014 Holiday Program ("Holiday Elements" and "Program Vendors" respectively). The possible Program Vendors and Holiday Elements include but are not limited to the following:

Display Vendor: Lighting, Specialty Lighting and Three-dimensional pieces
Santa & Sleigh: Install one (1) pre-existing Santa & Sleigh element.
Banner Vendor: Re-use pre-existing banners or Re-build, or combination.
Design Vendors and individual Design Artists
Vendor to pick-up, refurbish (if necessary) and install previous holiday décor purchased by CITY

Not all vendors may be required for the 2014 Holiday Program

6. CONTRACTOR shall contract with the Program Vendors for the Holiday Elements. Prior to contract execution, CITY and CONTRACTOR shall discuss the scope of services for each Program Vendor including approval of creative designs. CITY expects that the scope of services will describe the various elements and milestones such as design, fabrication and construction, removal and storage. CONTRACTOR shall submit the scope of services for approval by CITY prior to execution of the contract between CONTRACTOR and Program Vendor which approval or disapproval shall be given within three (3) business days of submission and shall not be unreasonably withheld. In addition, the contracts between CONTRACTOR and CITY shall contain any applicable provisions required by this Agreement and said scope of work shall comply with any requirements set forth herein.

B. Project Management.

This scope of work requires that CONTRACTOR will hire and oversee and compensate third party vendors for the design, fabrication and installation of the various Holiday Elements including their maintenance and removal. In no event shall CITY be required to pay such third party vendors unless agreed upon in advance and in writing by CITY. Accordingly, CONTRACTOR shall provide overall project management for the implementation of the Program. Project management includes but is not limited to:

1. Monitor, Regulate and Coordinate Vendor schedules.
2. Monitor and Regulate budgetary issues in regards to each Vendor.
3. Coordinate and oversee all Vendors during all phases of the project: design, fabrication, installation, removal and storage.
4. Obtain storage vendor bids to assist CITY in the engagement of a storage vendor.
5. Coordinate and Oversee CONTRACTOR personnel, Artistic and Technical, for the duration of the Project.
6. Coordinate with CITY's representatives for the duration of the Project.
7. Regularly inform and update the CITY's representative during all phases of the Project. Frequency of update meetings to be determined by mutual agreement of CONTRACTOR and the CITY.
8. Issue Bid Requests and Oversee Bid responses.
9. Choose Bidders and issue contract documents.
10. Maintain contracts / Pay Vendors.
11. Close out contracts.

C. Artistic Direction.

CONTRACTOR shall seek CITY approval of all Vendor submittals at all stages of the Project as specified in this Exhibit. The CITY shall have the option to participate in the submittal requirements and meetings of each Program Vendor per each Vendor contract.

CITY and CONTRACTOR shall work closely during the design phase of each Holiday Element. CONTRACTOR shall ensure to the greatest extent possible that all Holiday 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.

This scope of work requires that the CITY provide prior approval of all Holiday Elements of the various Program Vendors prior to their fabrication. CONTRACTOR shall submit to CITY the design of the various Holiday Elements for CITY approval. CITY shall sole discretion to approve, disapprove or request modifications to the design. CITY shall have three (3) business days in which to approve, disapprove or request modifications. If the design is disapproved or requires modification, the new design shall be submitted to the CITY for prior approval as set forth herein. If the design modification required by CITY results in a change in cost, CONTRACTOR shall immediately notify CITY in writing and CITY shall pay for such an increase as mutually agreed upon by the parties. In no event shall CONTRACTOR provide the Program Vendor with a notice to proceed to construct or fabricate Holiday Elements without the prior written approval by CITY. Such written approval may be provided by email or facsimile. CITY recognizes that undue delay in providing approvals and direction may result in delay in CONTRACTOR or the Program Vendor in meeting deadlines for production, installation and completion.

As part of CONTRACTOR services, CONTRACTOR shall provide Artistic Direction for the Program Vendors during the various phases of the Program. This includes but is not limited to:

1. Coordinate and oversee all Artists and Design Vendors during the Design, Fabrication & Installation phases of the Project.
2. Monitor, Regulate and Coordinate Artists and Design Vendors schedules.
3. Coordinate with CITY's representatives during for the duration of the Project.
4. Regularly inform and update the CITY's representative during all phases of the Project. Frequency of update meetings to be determined by mutual agreement of CONTRACTOR and the CITY.

D. Technical Direction.

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

1. Oversee the Design Phase, from a technical perspective, for each Vendor.
2. Oversee the Fabrication Phase for each Vendor.
3. Oversee the Installation Phase for each Vendor.
4. Oversee the Maintenance Phase for each Vendor.
5. Monitor, Regulate and Coordinate all Vendors in regards to technical schedules.
6. Coordinate between the CITY's Technical representative (s) and Vendor's technical staff during all phases of the Project.
7. Coordinate with the CITY's Representative in regards to budget issues impacted by technical issues.

E. Minimum Specifications for Holiday Elements

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

1. The Holiday Elements, and all components thereof, for manufacture and installation pursuant to this Agreement, shall have a useful life of five years, except twinkle lights which shall have a useful life for the display period and the banners which shall have a useful life of three years. All Holiday 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 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 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, the 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 Elements, including all music 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 Elements shall be warranted by the manufacturer for defects in materials and workmanship. All warranties shall be stated on all contracts with CONTRACTOR's subcontractor. Such contracts shall be submitted to CITY.

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 21, 2014 through January 4, 2015 ("Display Period"), CONTRACTOR shall cause maintenance of all Holiday Elements every 72 hours 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 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 Elements at the end of the display period on a schedule to be jointly agreed on between the CITY and CONTRACTOR. CONTRACTOR shall provide all transportation of the Holiday Elements to the storage location.

7. As agreed upon between CONTRACTOR and CITY, CONTRACTOR shall make arrangements for the storage of all Holiday Elements including obtaining bids from vendors on behalf of CITY. CITY shall enter into agreements with storage vendors for such services. The Holiday 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 Elements. CONTRACTOR shall provide an inventory of all stored Holiday Elements at the completion of the display period. The CITY shall retain the right to inspect the stored Holiday Elements within 24 hours notice to the storage vendor.

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 Contract Administrator. 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 Elements.

9. If live entertainment is required by CITY or approved by a CITY business partner such as The Rodeo Drive Committee, CONTRACTOR shall provide live entertainment acts according a mutually agreed upon Program and Schedule.

F. General Scope

For the 2014 Holiday Program "Holiday Elements" City desires to hire Utopia Entertainment to perform general contract type management and oversight of the City's Holiday Decor Program.

In general services included in this agreement include:

Scope of Services for 2014 Holiday Season shall include:

- Undertake competitive bidding for all sub-vendors and provide City with evidence of bidding, record of bids submitted, analysis of bids and vendor recommendations.
- Manage repairs and maintenance prior to install
- Manage and coordinate vendors to complete installation, ensure compliance, and coordinate maintenance of décor and correction of issues during the display, de-installation and storage.
- Meetings with City staff will be conducted where possible over the telephone.

- Maximum of two site meetings prior to install – e.g. lighting test etc.
- Maximum of two in City meetings with staff and or City Council.
- On-sight review of décor during the display period to ensure quality control
- At end of display provide City with final cost analysis and binder including inventory, storage and vendor information, light pole maps.
- Additional services, such as design, program visioning, entertainment management or attendance at additional meetings shall be charged in accordance with the rate sheet attached. A rate sheet is attached to the Scope of Services.

Emphasis for the 2014 Holiday Decor Program budget shall be on the re-installation of existing décor, with view to keeping the total budget not to exceed $704,160.

Additional Services for Business Districts within the City

In addition to the specific services outlined above, CONTRACTOR is authorized to install additional décor on CITY streets that may be paid for or sponsored by business organizations or other third party sponsors. In such instances, all décor or proposed enhancements to CITY public right of way shall be subject to prior written approval of CITY. CONTRACTOR shall contact with and pay third party vendors directly for such approved decorations sponsored by third parties. All third party vendors shall indemnify CITY and meet the insurance requirements contained in this Agreement.

BEVERLY HILLS HOLIDAY DÉCOR 2014
OVERALL SCHEDULE

OVERALL SCHEDULE

ACTIVITY/COMPLETION DATE	ACTIVITY	CONTRACTOR
Aug 19	Bidding of Subcontractors Commence	Utopia
Aug 21 – Sept 12	Award Contractor contracts	Utopia
Sept 2	Banner Armature Fabrication Commence	Utopia Contractor
Sept 2 – 30	Procurement, Fabrication & Refurbishment	Utopia Contractor
Sept 4	Arch Span Light Change out	Utopia Contractor
Sep 15	City Power Test	BH Public Works
Sept 25	City Power timers set : 10pm – 6am	BH Public Works
Sept 28	Twinkle Lights Install Commence – Business Triangle	Décor Contractor
Sept 28	Twinkle Lights - Wilshire Blvd	Décor Contractor
Sept 28 – Oct 23	Installation Banner Armature & Lights	Utopia & Utopia Contractor
Oct 1	NEW Banner – Approved Art delivered to Utopia	City
Oct 10	NEW Banner - Vinyl Samples delivered to City for review	Utopia Contractor
Oct 12	Decor -- Rodeo Drive	Other
Oct 17	NEW Banner – Artwork Finalized and Approved	City
Oct 18	NEW Banner Fabrication Begin	Utopia Contractor
Oct 19	Twinkle Lights – LSM Spur	Décor Contractor
Oct 22	La Cienega Ficus Décor Installation Commence	Utopia Contractor
Oct 26 – Oct 29	Installation City Hall Lights	Utopia & Utopia Contractor
Oct 26 – Oct 29	Santa / Sleigh installation	Utopia Contractor
Nov 2	Spans Installation commence	Décor Contractor
Nov 2 – Nov 5	Audio Installation commence	Utopia & Audio Contractor
Nov 4	Banner Installation Commence – LSM Spur / Wilshire / Robertson / La Cienega	Banner Contractor
Nov 5	South Beverly Décor –mini-lights installation commence	Décor Contractor
Nov 10	Banner Installation – Business Triangle / Wilshire / South Beverly Drive installation	Banner Contractor
Nov 9 – Nov 12	Installation Canon Drive	Utopia & Utopia Contractor
Nov 12	Audio Installation complete - Walk-thru	Utopia & Audio Contractor
Nov 13	Spans Lighting Test	Décor Contractor / BH Public Works
Nov 18	Review and Approval of All Elements	Utopia & Utopia Contractor
Nov 19	City Review & Approval	Utopia, BH Public Works
Nov 21	Twinkle Lights: system activated: timers set	BH Public Works
Nov 21	Begin Display Period	
Nov. 27	NO CONTRACTOR ACTIVITY	Thanksgiving Day
Dec. 25	NO CONTRACTOR ACTIVITY	Christmas Day
Jan. 1	NO CONTRACTOR ACTIVITY	New Year's Day

BEVERLY HILLS HOLIDAY DÉCOR 2014
OVERALL SCHEDULE

Jan 4	End Display Period	
Jan. 5 - 31	Remove all Holiday Display elements: Twinkle & Banner Lights, Spans, etc…	All Contractors

Timer schedule for Holiday Season Nov 21 – Jan 4:
Twinkle Lights on 4pm – 12am DAILY
Audio on 4pm – 10 pm DAILY

EXHIBIT C

COMPENSATION

A. Management Fee. For satisfactory performance of the services in this Agreement (Project Management, Artistic Management, Technical Management and Contract Administration of all Vendors listed in the General Specifications), CITY shall pay CONTRACTOR a fixed fee of Twenty-Nine Thousand Two Hundred Dollars ($29,200).

B. Payment of Vendors. In addition, CONTRACTOR shall be provided an additional amount of compensation to be solely utilized to pay third party vendors (i.e. Program Vendors) to provide the Holiday Elements. This amount shall include compensation for repairs directed by the City Manager or his designee and caused by damage to the Holiday Elements due to vandalism or other events outside the control of CONTRACTOR.

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, including the management fee, shall not exceed Seven Hundred Four Thousand One Hundred Sixty Dollars ($704,160) and shall be based on the bids provided to CITY from CONTRACTOR from the Program Vendors.

C. Contingency Payment. In the event the City authorizes in writing Contingency services not included as a part of the services described in this Agreement, the payment shall be mutually agreed upon by the parties, but shall not exceed Twenty-Five Thousand Dollars ($25,000.00). This amount shall be in addition to that indicated in the previous paragraphs.

Scope of Service and Budget - Beverly Hills Holiday
2014 Holiday Décor Estimate
Created by: Brian Kivlen - Utopia Entertainment Inc.
August 13, 2014

Item Description	2014 Estimate
Twinkle Lights on Trees (incandescent): install, maintain, replace broken and removal of twinkle lights. Streets include: Wilshire (qty 165), Brighton (qty 30), Dayton (qty 22), No Bev (qty 23), Little Santa Monica palms from Crescent / Wilshire (qty 36) and Little Santa Monica ficus trees from Wilshire / Moreno (Qty 40) . Includes 7 Ficus Trees at Wilshire/LSM w/temp power and 7 Palm Trees at Crescent/LSM w/temp power. Final locations shall be determined upon review of complete bid from vendors. Unless noted, all twinkle lights are incandescent. Rodeo Median Trees not included. All twinkle lights replicate Yr 2013 program except for Wilshire trees which now include the tall palm trees from Crescent Dr. to Doheny Dr. (+ 57 trees)	$ 99,345
[Extended] Twinkle Lights on Wilshire - (Qty 115 trees) Wrap Wilshire Blvd palm trees (similar to Business Triangle Wilshire trees) from Doheny Dr to La Cienega. Includes incandescent purchase/install/maintain/removal/storage.	$ 39,675
Twinkle Lights on Trees (LED): inspect, refurbish, install, maintain, replace broken, removal and storage of LED twinkle lights. Streets include: Rodeo Drive Sidewalk Palms (qty 42) and Canon Drive Sidewalk Palms. (qty 55). Rodeo Median Trees not included. Twinkle light installation replicates the Yr 2013 installation. LED inspection shall determine final quantities and tightness of wrap per tree.	$ 40,306
Wilshire Spans: Qty 6 - Includes installation/maintenance/removal/storage of decorative spans along Wilshire. Refurbishment of spans including wire-frame repair and bulb base replacement. Includes standard refurb of remaining components, ie: garland, snowflakes, hardware renew & other associated components.	$ 35,650
Arch Spans Light Change Out - (Qty 6 spans) - Change out all COOL WHITE span lights to WARM WHITE. Includes updated wiring system. Bulb types include, but not limited to, LED mini-lights, LED rope light, LED C9s and LED S11s. Does not include garland, green mini-lights and wire-frame modifications. Must be ordered by Aug 20, 2014 in order to avoid rush charges and maintain schedule.	$ 79,143
Canon Drive Décor - Yr 2013 Garlands (qty 53 poles) & OFCI Sunbrella Bows. Includes Storage & Temporary Power runs. Refurbishment of power runs.	$ 26,046
Banners: Includes Banners installation /maintenance / removal / storage of qty. 435 pre-existing "Joy to the Hills" sidewalk banners, Storage of banners & DTH banners for one season.	$ 20,757

Scope of Service and Budget - Beverly Hills Holiday
2014 Holiday Décor Estimate
Created by: Brian Kivlen - Utopia Entertainment Inc.
August 13, 2014

Item Description	2014 Estimate
Banner Fabrication - (Qty 200) - Fabrication of new banners per City provided design. New banners will be installed at locations to be defined by City. No additional installation cost as new banners will be integrated into the pre-existing 435 banner positions (see BANNERS above). Need approval and completed artwork by October 1, 2014 in order to maintain schedule. Printed samples to City for approval 2 weeks after artwork received.	$ 19,622
Banner Lights - replace non-functiong bulbs/install/remove/maintain/store (Qty 487). Includes refurbishment for qty 50 banner light armatures. Qty. 2 banner lights per pole for approximately 240 poles w/ some spares.	$ 49,101
Santa at Wilshire/Beverly - light refurbishment/rigging hardware replacement/installation/removal/storage. Includes side lighting and light refurbishment.	$ 18,343
South Beverly Ficus Trees (Qty 31 ficus trees) - Purchase/refurbish/install/maintain/remove/store Multi-colored LEDs wrapped on larger interior branches & trunks. Wraps extend up major branches from 5 ft - 8 ft. Trunks are wrapped starting at 1-2 ft A.G.L. (Above Ground Level) Includes purchase of additional multi-colored LED mini-lights. Must have sufficiently trimmed tree branches. Please note vandalism damage may increase. Coordinate with City departments. Includes Production Support for daily inspection.	$ 63,792
La Cienega Ficus Trees - (Qty 18 ficus trees) Every tree from Clifton to Gregory on West side of street only. Purchase/install/maintain/remove/store Warm White LED mini-lights wrapped on larger interior branches & trunks. Wraps extend up major branches from 5 ft - 8 ft. Trunks are wrapped starting at 1-2 ft A.G.L. (Above Ground Level) Includes purchase of new Warm White LED mini-lights. Must have sufficiently trimmed tree branches. Use City provided receptacles at base of trees. Coordinate with City departments. Includes Production Support for daily inspection and additional Maintenance due to increased risk of vandalism.	$ 40,975
Peninsula Hotel Décor - Décor on Ficus trees (qty 15) similar to yr 2013. Includes refurb/install/remove/maintain/storage.	$ 17,245

Scope of Service and Budget - Beverly Hills Holiday
2014 Holiday Décor Estimate
Created by: Brian Kivlen - Utopia Entertainment Inc.
August 13, 2014

Item Description	2014 Estimate
Audio System - Pre-existing system: Speaker on Trees: Rodeo Drive (qty 16), N. Beverly Drive (qty. 14). Includes inspection/refurb/install/remove/maintain/storage. Two audio sources located on ReMax bldg roof & nearby trees (request assitance from City to coordinate with bldg owners). Final quantity of installed equipment dependant on equipment inspection. N. Canon Drive excluded for Yr 2014	$ 53,314
Crescent Drive Twinkle Lights and Banners: **Refurb**/install/maintain/remove/store of LED warm-white twinkle lights on qty 8 palm trunks on Crescent Dr. from Brighton Way / Clifton on the west side of the street only. Includes temporary power runs pulled from City parking structures. Coordinate with City departments. Qty. 8 banners installed on this street. Banner installation costs are included in the "Banners" line above.	$ 7,358
Camden Drive Ficus Trees - refurbish LED lights/install/maintain/remove/store LED warm-white Twinkle Lights on qty. 29 Ficus tree trunks. To replicate 2013 installation.	$ 14,502
City Hall West Side Décor: To replicate 2013 twinkle lights & projections. Purchase new WARM WHITE LED twinkle lights/ install/maintain/remove/store twinkle lights on qty 14 center planter small palms, qty 5 center planter medium palms, qty 6 sidewalk planter deciduous tree. Include two (2) gobo projections on City Hall west wing ends, mounted on City street light poles.	$ 25,037
Beverly Canon Garden Park (Montage Hotel): To replicate 2103 twinkle light installation. Wrap qty 20 center trees and qty 2 large juniper trees with clear incandescent twinkle lights. Timers included. Includes purchase/refurb/prep/install/maintenance/removal/storage.	$ 5,000
Storage Additional - old pre-existing Rodeo Drive décor & S. Beverly Décor.	$ 4,200
Subtotal	*$ 659,410*
Sales tax allowance, reimbursables, shipping	$ 11,300
Liability Insurance	$ 4,250
Project Management, Technical Direction, Maintenance Coordinator	$ 29,200
GRAND TOTAL	**$ 704,160**

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 two (2) business days of CONTRACTOR's commencement of procurement of all Holiday Elements, CONTRACTOR shall be paid the START OF PROCUREMENT payment in the amount of 25% of the total amount of compensation. Notwithstanding, this payment is contingent on the following: CONTRACTOR shall obtain signed documentation from the Program Vendor that Program Vendor has received payment in accordance with the agreement between CONTRACTOR and that Program Vendor. 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. Notwithstanding, this payment is contingent on the following: CONTRACTOR shall obtain signed documentation from the Program Vendor that Program Vendor has received payment in accordance with the agreement between CONTRACTOR and that Program Vendor. 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. Notwithstanding, this payment is contingent on the following: CONTRACTOR shall obtain signed documentation from the Program Vendor that Program Vendor has received payment in accordance with the agreement between CONTRACTOR and that Program Vendor. 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 REQUIRED (FEES WAIVED) FOR HOLIDAY DECORATION PROGRAM

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

ADDRESS

COMPANIES AFFORDING COVERAGE
A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS B.I.	P.D.	AGGREGATE
	☐ **AUTOMOBILE LIABILITY** ☐ **GENERAL LIABILITY** ☐ PRODUCTS/COMPLETED OPERATIONS ☐ BLANKET CONTRACTUAL ☐ CONTRACTOR'S PROTECTIVE ☐ PERSONAL INJURY ☐ EXCESS LIABILITY ☐ **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: _____

_____ _____