



AGENDA REPORT

Meeting Date: August 19, 2014
Item Number: D-14
To: Honorable Mayor & City Council
From: Chad Lynn, Director of Parking Operations
Subject: APPROVAL OF THREE ON-CALL AND AS-NEEDED REPAIR AND MAINTENANCE AGREEMENTS FOR ROLL-UP DOORS AND GRILLES

- A. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LAWRENCE ROLL-UP DOORS, INC. FOR REPAIR AND MAINTENANCE SERVICES FOR ROLL-UP DOORS AND GRILLES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED FACILITIES
- B. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND R&S OVERHEAD DOORS OF SOUTH BAY, INC. FOR REPAIR AND MAINTENANCE SERVICES FOR ROLL-UP DOORS AND GRILLES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED FACILITIES
- C. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SIERRA DOOR SYSTEMS, INC. FOR REPAIR AND MAINTENANCE SERVICES FOR ROLL-UP DOORS AND GRILLES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED FACILITIES

Attachments:

1. Lawrence Roll-Up Doors Inc. Agreement
2. R&S Overhead Doors of South Bay, Inc. Agreement
3. Sierra Door Systems, Inc. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve:

- An agreement with Lawrence Roll-up Doors, Inc. for repair and maintenance services on an on-call and as-needed basis for roll-up doors and security grilles in the Not-To-Exceed amount of \$150,000; and
- An agreement with R&S Overhead Doors of South Bay, Inc. for repair and maintenance services on an on-call and as-needed basis for roll-up doors and security grilles in the Not-To-Exceed amount of \$150,000; and

- An agreement with Sierra Door Systems, Inc. for on-call and as-needed repair and maintenance services for roll-up doors and security grilles in the Not-To-Exceed amount of \$150,000

INTRODUCTION

The City of Beverly Hills owns and/or maintains sixty-one buildings which total over three million square feet of City facilities and tenant properties. The Department of Public Works Services (PWS), Facilities Maintenance Division maintains these buildings using a combination of City staff and service providers through ongoing maintenance agreements and capital projects.

Throughout each year, the City provides on-going preventative and responsive maintenance services. Additionally, there are unplanned and unpredictable maintenance and repair needs which require immediate response to ensure the safety and protection of people and property, and to maintain the continuity of operations which requires these facilities to remain occupied and operating. In an effort to meet these needs, staff is recommending the City enter into ongoing maintenance and on-call, as-needed service agreements with multiple service providers for these services. The selection of multiple contractors allows the flexibility to provide ongoing planned services while preserving the ability to obtain competitive proposals for maintenance and repairs of non-planned events.

These agreements will not replace the informal and formal bidding/proposal process related to Public Projects and/or Capital Improvement Projects (CIP), which include any single project that exceeds \$45,000 or \$50,000 respectively, and is not a declared emergency. Public and CIP projects will continue to be conducted through the processes as outlined in State law and the Beverly Hills Municipal Code. These projects will continue to include:

- Competitive bidding/proposals and award
- Stand-alone agreements, separate from these agreements
- Stand-alone Purchase Orders

Future agreements and ANY¹ Purchase Orders that exceed \$50,000, even with an agreement already in place, are subject to review and approval by the City Council in addition to the agreements roll-up door and security grilles at City owned and/or operated facilities provided herein.

DISCUSSION

Staff is proposing agreements with three service providers that have historically provided service to the City and have submitted proposals for ongoing maintenance and on-call, as-needed roll-up door services. The three service providers are as follows:

- Lawrence Roll-Up Doors Inc.
- R&S Overhead Doors of South Bay, Inc.
- Sierra Door Systems, Inc.

¹ This limitation excludes activities in response to a declared emergency. Agreements, purchase orders or expenditures over \$50,000 that arise out of a declared emergency are required to be reported to the City Council at the next public meeting.

The selection process began on June 9, 2014, with the City soliciting requests for information and quotations. Multiple criteria were considered before recommending service providers for award of an agreement. The following criteria were considered:

- Proposed Time and Materials Rates
- Quality and cost of supplies and materials
- Responsiveness to the Scope of Work
- Experience (industry and City infrastructure)
- Insurance Coverage

Information was submitted by all three service providers to which the request was sent by the June 16, 2014, deadline and was reviewed for compliance and responsiveness of the submission.

The rates provided were as follows:

<u>Service</u>	Lawrence Roll-Up Doors, Inc.	R&S Overhead Doors of South Bay, Inc.	Sierra Door Systems, Inc.
Hourly Rate	\$ 118.00 per hour	\$ 145.00 including travel	\$ 106.20 per hour
Travel Time	Included as part of the Minimum Charge for a service call	Included as part of the Minimum Charge for a service call	No Charge
Minimum Charge	\$ 236.00 (Travel + ½ hour on site)	\$ 290.00	None
Second Man Rate	\$ 40.00 per hour	Included	\$ 52.80 per hour
Overtime Rate	\$ 177.00 per hour (1 man + Truck). \$ 60.00 per hour (Second Man). Overtime applies M-F 4:30 pm – 7:30 am and Sat, Sun and Holidays.	\$ 217.00 per hour. Overtime applies M-F after 4:30 pm and Sat and Sun.	Waived
Truck Charge	Included	Included	Included
Equipment Charge	\$ 125.00 per day for forklift or scissorlift	\$ 150.00 per day for forklift or scissorlift	As Applicable
Materials Mark-up	25 %	15 %	15 %

After evaluation of quotes received, it was found that each of the contractors listed herein exceeded the minimum criteria, provided competitive time and materials rates, and could meet the City's need for planned and responsive on-call maintenance situations.

When a specific need arises for maintenance or repair services, the City will request Individual Project Proposals from one or more of the contractors under agreement,

which will provide a cost for the maintenance project along with a Not-to-Exceed amount including all labor and expenses. The service provider will be selected to complete the project based on overall cost, timeliness to respond, schedule of the work, potential impacts, experience with similar projects, and ability to perform the work. An Individual Project Order (IPO) and Purchase Order (PO) will be issued by the City before any work is initiated. ANY² Purchase Order that exceeds \$50,000, even with an agreement already in place, is subject to review and approval by the City Council.

Agreement terms include:

- Termination with five (5) days' notice
- A requirement to obtain a written Individual Project Order (IPO), approved by the City prior to engaging in any work or to the City incurring any costs
- An initial term of one (1) year with three (3) additional one (1) year terms to be executed at the discretion of the City for a total term not to exceed four (4) years
- Total Not-To-Exceed amount of \$150,000 over the entire term of the agreement
- Insurance and indemnification provisions as approved by the City's Risk Manager

FISCAL IMPACT

Funding for projects associated with these agreements will be provided each fiscal year as part of the program budget(s) for Facilities Maintenance, Tenant Support, Parking Services and other associated budget programs wherein services are provided. This includes both General Fund and associated Enterprise Funds, such as the Parking Services Fund. No additional funding is required at this time for approval or to enter into the proposed agreements.

Each of the proposed agreements provides for a Not-To-Exceed consideration in the amount of \$150,000.00 over the total term of the agreement. Based on the actual work needed over the term of the agreement, the total not-to-exceed value of \$150,000 may not be required or actually expended for any or all vendors.

Once Individual Project Proposals for a particular as-needed service are obtained and evaluated, one contractor will be selected based on pricing, availability and other potential service impacts. An Individual Project Order will be issued for this work and an associated Purchase Order will be issued or updated accordingly.

A Purchase Order that exceeds \$50,000 will require City Council approval at a future meeting, even with the approved agreements as provided herein.


George Chavez
Approved By

² This limitation excludes activities in response to a declared emergency. Agreements, purchase orders or expenditures over \$50,000 that arise out of a declared emergency are required to be reported to the City Council at the next public meeting.

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LAWRENCE ROLL UP DOORS, INC. FOR REPAIR AND
MAINTENANCE SERVICES FOR ROLL UP DOORS AND
GRILLES ON AN ON-CALL AND AS NEEDED BASIS AT CITY-
OPERATED FACILITIES

NAME OF CONTRACTOR: Lawrence Roll Up Doors, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Paul Lawrence, CFO

CONTRACTOR'S ADDRESS: 4525 Littlejohn Street
Baldwin Park, CA 91706
Attention. Paul Lawrence, CFO

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Terry Wagner, Facilities Maintenance
Manager

COMMENCEMENT DATE: Upon notice to proceed from the City

TERMINATION DATE: June 15, 2015, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$150,000.00, based on the rates
set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LAWRENCE ROLL UP DOORS, INC. FOR REPAIR AND
MAINTENANCE SERVICES FOR ROLL UP DOORS AND
GRILLES ON AN ON-CALL AND AS NEEDED BASIS AT CITY-
OPERATED FACILITIES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and LAWRENCE ROLL UP DOORS, INC. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein. CITY has entered into other agreements with different contractors for overhead door maintenance and repair services. This is a non-exclusive agreement to perform the services set forth in the Scope of Work.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for three additional one-year terms or such other term not to exceed three years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

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

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

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

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

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the

deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years from termination or expiration of the Agreement. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage

prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20 __, at Beverly Hills, California.

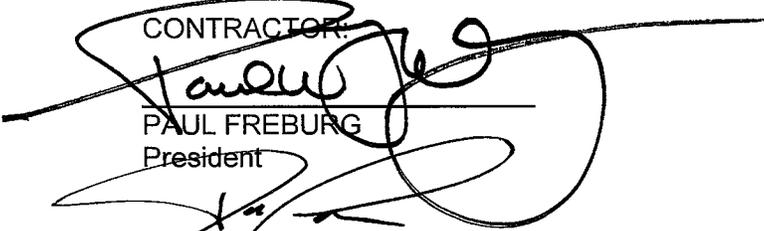
CITY OF BEVERLY HILLS
A Municipal Corporation

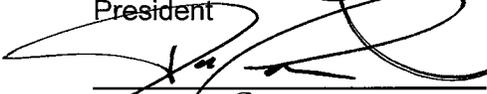
LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:


PAUL FREBURG
President


PAUL LAWRENCE
CFO

APPROVED AS TO FORM:

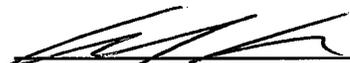

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide on-call and as-needed repair and maintenance services for roll up doors and grilles at CITY-operated facilities based on the rates detailed in Exhibit B. In no event shall any one project exceed Forty-Five Thousand Dollars (\$45,000).

Each engagement shall be set forth in writing in an Individual Project Order ("IPO") to be approved by CITY in writing before any work, billing, or demand for payment will be initiated. Each IPO shall contain an estimated cost for the project along with a not to exceed amount which shall include all labor, materials and expenses. If the scope of the engagement changes at the request of CITY, or the cost of the engagement will exceed the not to exceed amount set forth in the IPO, then prior to continuing to perform services, CONTRACTOR and the CITY Manager or his designee on behalf of CITY shall execute a written amendment to the IPO.

EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit invoices periodically for services satisfactorily performed and expenses incurred as referenced in each IPO. CONTRACTOR shall invoice CITY and be paid all undisputed amounts within thirty (30) days of receipt of invoice. CITY shall also pay any applicable sales tax.

CONTRACTOR shall bill CITY at rates no-to-exceed the following:

Hourly Rate:	\$ 118.00 per hour (One Man + Truck)
Travel Time	Included as part of the Minimum Charge for a service call
Minimum Charge:	\$ 236.00 (Travel + ½ hour on site)
Second Man Charge:	\$ 40.00 per hour
Overtime Rate:	\$ 177.00 per hour (One Man + Truck) \$ 60.00 per hour (Second Man) Overtime applies M-F 4:30 PM – 7:30 AM; Sat, Sun and Holidays
Truck Charge:	Included
Equipment Charge:	\$ 125.00 per day: 3K lbs Forklift or 20 ft. Scissorlift
Materials Mark-Up:	25%



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"/> Consultant'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

AGENCY : _____ TITLE : _____
 _____ Address : _____

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
R&S OVERHEAD DOORS OF SOUTH BAY, INC. FOR REPAIR
AND MAINTENANCE SERVICES FOR ROLL UP DOORS AND
GRILLES ON AN ON-CALL AND AS NEEDED BASIS AT CITY-
OPERATED FACILITIES

NAME OF CONTRACTOR: R&S Overhead Doors of South Bay, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Les Robinson, President

CONTRACTOR'S ADDRESS: 444 E. Alondra Blvd.
Gardena, CA. 90248
Attention. Les Robinson, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Terry Wagner, Facilities Maintenance
Manager

COMMENCEMENT DATE: Upon notice to proceed from the City

TERMINATION DATE: June 15, 2015, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$150,000, based on the rates set
forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
R&S OVERHEAD DOORS OF SOUTH BAY, INC. FOR REPAIR
AND MAINTENANCE SERVICES FOR ROLL UP DOORS AND
GRILLES ON AN ON-CALL AND AS NEEDED BASIS AT CITY-
OPERATED FACILITIES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and R&S OVERHEAD DOORS OF SOUTH BAY, INC. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein. CITY has entered into other agreements with different contractors for overhead door maintenance and repair services. This is a non-exclusive agreement to perform the services set forth in the Scope of Work.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for three additional one-year terms or such other term not to exceed three years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

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

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

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

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

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years from termination or expiration of the Agreement. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

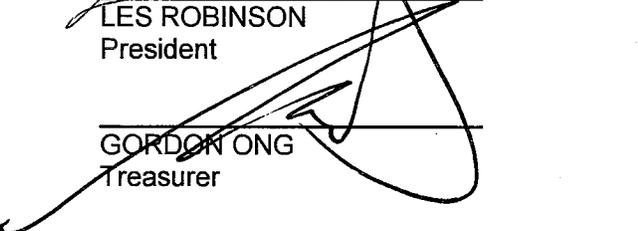
LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:


LES ROBINSON
President


GORDON ONG
Treasurer

APPROVED AS TO FORM:

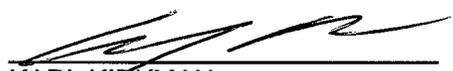

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide on-call and as-needed repair and maintenance services for roll up doors and grilles at CITY-operated facilities based on the rates detailed in Exhibit B. In no event shall any one project exceed Forty-Five Thousand Dollars (\$45,000).

Each engagement shall be set forth in writing in an Individual Project Order ("IPO") to be approved by CITY in writing before any work, billing, or demand for payment will be initiated. Each IPO shall contain an estimated cost for the project along with a not to exceed amount which shall include all labor, materials and expenses. If the scope of the engagement changes at the request of CITY, or the cost of the engagement will exceed the not to exceed amount set forth in the IPO, then prior to continuing to perform services, CONTRACTOR and the City Manager or his designee on behalf of CITY shall execute a written amendment to the IPO.

EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit invoices periodically for services satisfactorily performed and expenses incurred as referenced in each IPO. CONTRACTOR shall invoice CITY and be paid all undisputed amounts within thirty (30) days of receipt of the invoice. CITY shall also pay any applicable sales tax.

CONTRACTOR shall bill CITY at rates not-to-exceed the following:

Hourly Rate:	\$ 145.00 per hour
Travel Time:	Included as part of the Minimum Charge for a service call
Minimum Charge:	\$ 290.00
Second Man Charge:	Included
Overtime Rate:	\$ 217.50 per hour
	Overtime applies M-F after 4:30 PM; Sat; Sun
Truck Charge:	Included
Equipment Charge:	\$ 150.00 per day for Forklift or Scissor lift
Materials Mark-Up:	15%

Attachment 3

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
SIERRA DOOR SYSTEMS, INC. FOR REPAIR AND
MAINTENANCE SERVICES FOR ROLL UP DOORS AND
GRILLES ON AN ON-CALL AND AS NEEDED BASIS AT CITY-
OPERATED FACILITIES**

NAME OF CONTRACTOR: Sierra Door Systems, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Kevin Butler, President

CONTRACTOR'S ADDRESS: 38917 20th Street, Suite 104-A
Palmdale, CA 93550
Attention: Kevin Butler, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Terry Wagner, Facilities Maintenance
Manager

COMMENCEMENT DATE: Upon notice to proceed from the City

TERMINATION DATE: June 15, 2015, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$150,000.00, based on the rates
set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
SIERRA DOOR SYSTEMS, INC. FOR REPAIR AND
MAINTENANCE SERVICES FOR ROLL UP DOORS AND
GRILLES ON AN ON-CALL AND AS NEEDED BASIS AT CITY-
OPERATED FACILITIES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and SIERRA DOOR SYSTEMS, INC. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein. CITY has entered into other agreements with different contractors for overhead door maintenance and repair services. This is a non-exclusive agreement to perform the services set forth in the Scope of Work.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for three additional one-year terms or such other term not to exceed three years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

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

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

(c) **Additional Services.** CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

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A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

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

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the

deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years from termination or expiration of the Agreement. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage

prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:



KEVIN BUTLER

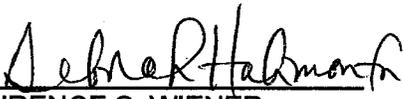
President



MICHELLE BUTLER

Secretary/Treasurer

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


JEFFREY C. KOLIN
City Manager
GEORGE CHAVEZ
Director of Public Works Services
KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide on-call and as-needed repair and maintenance services for roll up doors and grilles at CITY-operated facilities based on the rates detailed in Exhibit B. In no event shall any one project exceed Forty-Five Thousand Dollars (\$45,000).

Each engagement shall be set forth in writing in an Individual Project Order ("IPO") to be approved by CITY in writing before any work, billing, or demand for payment will be initiated. Each IPO shall contain an estimated cost for the project along with a not to exceed amount which shall include all labor, materials and expenses. If the scope of the engagement changes at the request of CITY, or the cost of the engagement will exceed the not to exceed amount set forth in the IPO, then prior to continuing to perform services, CONTRACTOR and the City Manager or his designee on behalf of CITY shall execute a written amendment to the IPO.

**EXHIBIT B
SCHEDULE OF PAYMENT AND RATES**

CONTRACTOR shall submit invoices periodically for services satisfactorily performed and expenses incurred as referenced in each IPO. CONTRACTOR shall invoice CITY and be paid all undisputed amounts within thirty (30) days of receipt of the invoice. CITY shall also pay any applicable sales tax.

CONTRACTOR shall bill CITY at rates not-to-exceed the following:

Hourly Rate:	\$ 106.20 per hour
Travel Time:	Included
Minimum Charge:	None
Second Man Charge:	\$ 52.80 per hour
Overtime Rate:	Waived
Truck Charge:	None
Equipment Charge:	As Applicable
Materials Mark-Up:	15%



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"/> Consultant'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

AGENCY : _____ TITLE : _____
 _____ Address : _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2013

PRODUCER AUTO COMMERCIAL INSURANCE AGENCY 7601 Forbes Road, Suite 46 Laguna Niguel, CA 92677 949-367-0200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED SIERRA DOOR SYSTEMS 38917 20TH STREET EAST, SUITE 104A PALMDALE, CA 93550 661-272-0496 FAX		INSURERS AFFORDING COVERAGE INSURER A: PREFERRED CONTRACTORS INS CO INSURER B: CENTURY NATIONAL INS CO INSURER C: INSURER D: INSURER E:	NAIC# 12497 26905

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	EC1205016-01	9/18/2013	9/18/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
B Y	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EAP177118	10/19/2013	10/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC/STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF BEVERLY HILLS IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CITY OF BEVERLY HILLS
 PUBLIC WORKS DEPARTMENT
 345 FOOTHILL ROAD
 BEVERLY HILLS, CA 90210-4817
 FAX: 310-278-1838
 ATTN: MARINA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-09-2013

GROUP:
POLICY NUMBER: 9080879-2013
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 12-06-2014
12-06-2013/12-06-2014

CITY OF BEVERLY HILLS PUBLIC WORKS DEPT. SC
345 FOOTHILL RD
BEVERLY HILLS CA 90210-3609

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-12-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF BEVERLY HILLS PUBLIC WORKS DEPT.

ENDORSEMENT #1600 - BUTLER, KEVIN PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - BUTLER, MICHELLE SECRETARY TREASURER - EXCLUDED.

EMPLOYER

SIERRA DOOR SYSTEMS, INC.
38917 20TH ST E STE 104A
PALMDALE CA 93550

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[P1Z,SC]