



AGENDA REPORT

Meeting Date: August 19, 2014
Item Number: D-15
To: Honorable Mayor & City Council
From: Chad Lynn, Director of Parking Operations
Subject: APPROVAL OF:

- A. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND A-1 ELECTRIC SERVICE COMPANY, INC. FOR ELECTRICAL SERVICES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED FACILITIES; AND
- B. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND A.P. ELECTRICAL SYSTEMS, INC. DBA ALL PHASE ELECTRICAL SYSTEMS FOR ELECTRICAL SERVICES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED FACILITIES; AND
- C. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND IBROX ELECTRIC, INC. FOR ELECTRICAL SERVICES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED FACILITIES

Attachments:

1. A-1 Electric Service Company, Inc. Agreement
2. A.P. Electrical Systems, Inc. DBA All Phase Electrical Systems Agreement
3. Ibrox Electric, Inc. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve:

- An agreement with A-1 Electric Service Company, Inc., for electrical services on an on-call and as-needed basis for the Not-To-Exceed amount of \$150,000; and
- An agreement with A.P. Electrical Systems, Inc. DBA All Phase Electrical Systems, for electrical services on an on-call and as-needed basis for the Not-To-Exceed amount of \$150,000; and
- An agreement with Ibrox Electric, Inc. for electrical services on an on-call and as-needed basis for 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 for electrical services 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 electrical services. The three service providers are as follows:

- A1 Electric Service Company, Inc.
- A.P. Electrical Systems, Inc. DBA All Phase Electrical Systems
- Ibrox Electric, 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 May 23, 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 three out of five service providers solicited by the June 6, 2014, deadline and was reviewed for compliance and responsiveness of the submission.

The information provided was as follows:

<u>Service</u>	A-1 Electric Service Company, Inc.	All Phase Electric Systems	Ibrox Electric, Inc.
Journeyman Electrician Hourly Rate	\$ 104.00 per hour	\$ 65.00 (includes travel time)	\$ 80.00 per hour (includes travel time)
Non-Journeyman Electrician Hourly Rate	\$ 95.00 per hour	N/A	N/A
Minimum Charge	4 hours minimum (including travel)	1 hour minimum	2 hours minimum
Overtime Rate	\$ 135.00 per hour per man. Overtime rate applies after 8 hours and on Saturday	\$ 97.50 per hour (includes travel time). Regular hours M-F 8:00 am – 4:00 pm	\$ 120.00 per hour per man (includes travel time). Regular hours M-F 7:00 am – 3:30 pm
Truck Charge	\$100 per day	None	None
Materials Mark-up	15 %	20 %	20 %

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, a contractor(s) 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
A-1 ELECTRIC SERVICE COMPANY, INC. FOR ELECTRICAL
SERVICES ON AN ON-CALL AND AS-NEEDED BASIS AT CITY-
OPERATED FACILITIES

NAME OF CONTRACTOR: A-1 ELECTRIC SERVICE COMPANY, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Linda Pieper, President

CONTRACTOR'S ADDRESS: 4204 Sepulveda Blvd.
Culver City, California 90230
Attention: Linda Pieper, 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 written notice to proceed from CITY

TERMINATION DATE: June 15, 2015

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
A-1 ELECTRIC SERVICE COMPANY, INC. FOR ELECTRICAL
SERVICES 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 A-1 Electric Service Company, 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 on-call electrical services. This is a non-exclusive agreement to perform 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. (Check the Applicable Box)

(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. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax,

assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require 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.

(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 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. 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.

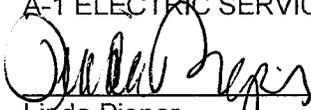
“CITY”
CITY OF BEVERLY HILLS, a municipal corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

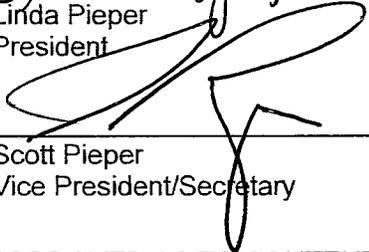
ATTEST:

(SEAL)
BYRON POPE
City Clerk

“CONTRACTOR”
A-1 ELECTRIC SERVICE COMPANY, INC.



Linda Pieper
President



Scott Pieper
Vice President/Secretary

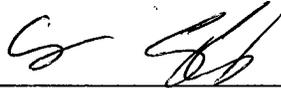
APPROVED AS TO FORM:



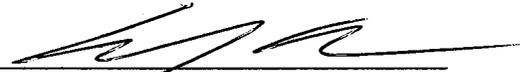
LAURENCE S. WIENER
City Attorney

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 electrical maintenance and repair services at CITY-operated facilities based on the rates detailed in Exhibit B.

Upon CITY's request, each project shall be set forth in writing in an executed Individual Project Order ("IPO") to be approved by CITY in writing before any work 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 project changes or the cost of the project will exceed the not to exceed amount, 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 will submit invoices periodically for services performed and expenses incurred as referenced in each IPO. CONTRACTOR shall invoice CITY and be paid within Thirty (30) days of receipt of invoice. CITY shall also pay any applicable sales tax.

CONTRACTOR shall bill CITY at the following rates:

Journeyman Electrician Hourly Rate:	\$ 104.00 per hour
Non-Journeyman Electrician Hourly Rate:	\$ 95.00 per hour
Minimum Charge:	4 hours minimum (including travel)
Overtime Rate:	\$ 135.00 per hour per man. Overtime rate applies after 8 hours and on Saturday.
Truck Charge:	\$ 100 per day
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

- A.
- B.
- C.

ADDRESS

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

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: _____

RM02.DOC REVISED 10/14/96.

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
A.P. ELECTRICAL SYSTEMS, INC. DBA ALL PHASE
ELECTRICAL SYSTEMS FOR ELECTRICAL SERVICES ON AN
ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED
FACILITIES

NAME OF CONTRACTOR: A.P. ELECTRICAL SYSTEMS, INC. DBA
ALL PHASE ELECTRICAL SYSTEMS

RESPONSIBLE PRINCIPAL OF CONTRACTOR: James Cordaro, President

CONTRACTOR'S ADDRESS: 7738 Densmore Avenue
Van Nuys, California 91406
Attention: James Cordaro, 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 written notice to proceed from CITY

TERMINATION DATE: June 15, 2015

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
A.P. ELECTRICAL SYSTEMS, INC. DBA ALL PHASE
ELECTRICAL SYSTEMS FOR ELECTRICAL SERVICES 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 A.P. Electrical Systems, Inc. dba All Phase Electrical Systems (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 on-call electrical services. This is a non-exclusive agreement to perform 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. (Check the Applicable Box)

(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. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the

performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) **Additional Services.** CITY may from time to time require 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.

(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 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. 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.

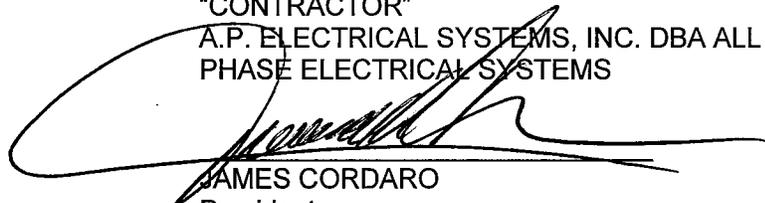
"CITY"
CITY OF BEVERLY HILLS, a municipal corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

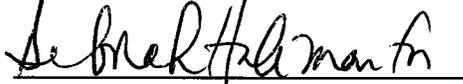
"CONTRACTOR"
A.P. ELECTRICAL SYSTEMS, INC. DBA ALL
PHASE ELECTRICAL SYSTEMS



JAMES CORDARO
President


LESLIE CORDARO
Secretary

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 electrical maintenance and repair services at CITY-operated facilities based on the rates detailed in Exhibit B.

Upon CITY's request, each project shall be set forth in writing in an executed Individual Project Order ("IPO") to be approved by CITY in writing before any work 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 project changes or the cost of the project will exceed the not to exceed amount, 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 will submit invoices periodically for services performed and expenses incurred as referenced in each IPO. CONTRACTOR shall invoice CITY and be paid within Thirty (30) days of receipt of invoice. CITY shall also pay any applicable sales tax.

CONTRACTOR shall bill CITY at the following rates:

Journeyman Electrician Hourly Rate:	\$ 65.00 per hour (includes travel time)
Non-Journeyman Electrician Hourly Rate:	N/A
Minimum Charge:	1 hour minimum
Overtime Rate:	97.50 per hour per man (includes travel time) (Regular hours M-F 8:00 am – 4:00 pm)
Basic Truck Charge:	Included
Materials Mark-Up:	20%

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

- A.
- B.
- C.

ADDRESS

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

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: _____

RM02.DOC REVISED 10/14/96.

Attachment 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
IBROX ELECTRIC, INC. FOR ELECTRICAL SERVICES ON AN
ON-CALL AND AS-NEEDED BASIS AT CITY-OPERATED
FACILITIES

NAME OF CONTRACTOR: IBROX ELECTRIC, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Scott Bryden, President

CONTRACTOR'S ADDRESS: 3904 Brilliant Drive
Los Angeles, California 90065
Attention: Scott Bryden, 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 written notice to proceed from CITY

TERMINATION DATE: June 15, 2015

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
IBROX ELECTRIC, INC. FOR ELECTRICAL SERVICES 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 Ibrox Electric, 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 on-call electrical services. This is a non-exclusive agreement to perform 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. (Check the Applicable Box)

(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. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax,

assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) **Additional Services.** CITY may from time to time require 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.

(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 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.

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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.

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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. 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 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"
CITY OF BEVERLY HILLS, a municipal corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

"CONTRACTOR"
IBROX ELECTRIC, INC.

SCOTT BRYDEN
President

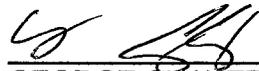
CARRIE BRYDEN
Secretary

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 electrical maintenance and repair services at CITY-operated facilities based on the rates detailed in Exhibit B.

Upon CITY's request, each project shall be set forth in writing in an executed Individual Project Order ("IPO") to be approved by CITY in writing before any work 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 project changes or the cost of the project will exceed the not to exceed amount, 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 will submit invoices periodically for services performed and expenses incurred as referenced in each IPO. CONTRACTOR shall invoice CITY and be paid within Thirty (30) days of receipt of invoice. CITY shall also pay any applicable sales tax.

CONTRACTOR shall bill CITY at the following rates:

Journeyman Electrician Hourly Rate:	\$ 80.00 per hour (includes travel time)
Non-Journeyman Electrical Hourly Rate	\$ 50.00 per hour (includes travel time).
Minimum Charge:	2 hours minimum
Overtime Rate:	\$ 120.00 per hour per man (includes travel time) (Regular hours M-F 7:00 am – 3:30 pm)
Truck Charge:	None
Materials Mark-Up:	20%

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

- A.
- B.
- C.

ADDRESS

COMPAN Y (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATIO N DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
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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: _____

RM02.DOC REVISED 10/14/96.