



AGENDA REPORT

Meeting Date: October 21, 2014

Item Number: D-11

To: Honorable Mayor & City Council

From: Aaron Kunz, Deputy Director of Transportation

Subject: APPROVE AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE THE CITY OF BEVERLY HILLS WITH HEAVY CONSTRUCTION VEHICLE INSPECTIONS AND RELATED SERVICES;

APPROVE AN APPROPRIATION FROM THE GENERAL FUND IN THE AMOUNT OF \$71,000 FOR THESE SERVICES; AND

AUTHORIZE A CHANGE ORDER IN THE AMOUNT OF \$71,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$120,000 FOR THESE SERVICES

Attachments:

1. Amendment No. 1
2. Agreement No. 478-14
3. List of Certified Heavy Construction Vehicles (as of 10/7/2014)

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 1 to the Agreement with Trukspect Inc. for heavy construction vehicle inspections and related services to support the Trousdale Area Traffic Management Program.

Staff recommends that the City Council approve an appropriation from the General Fund in the amount of \$71,000 and a change order of \$71,000 to increase the current purchase order of \$49,000 to a total not-to-exceed amount of \$120,000.

INTRODUCTION

The City entered into an Agreement with Trukspect, Inc. on September 9, 2014 to provide inspection services for heavy construction vehicles as a component of the requirements for the Trousdale Estates Area Interim Traffic Management Measures.

This Amendment is recommended to provide funding for additional inspection services for heavy construction vehicles to verify that each vehicle entering the Trousdale Estates Area is in compliance with the Trousdale Area Interim Traffic Management Measures.

DISCUSSION

Under the Trousdale Area Interim Traffic Management Measures, heavy construction vehicles must be certified for hauling to construction sites within the Trousdale Estates Area by the Department of Community Development. This certification requires that each vehicle pass an inspection and be equipped with safety mechanisms, such as secondary braking systems. Additionally, all heavy construction vehicles are subject to annual re-inspection.

Trukspect, Inc. currently provides inspection services to verify safety mechanisms are functional on each heavy construction vehicle traveling to construction sites within the Trousdale Estates Area. The original agreement term ends June 30, 2015 for a total contract amount of \$49,000. During the months of June 2014 through September 2014, Trukspect Inc. conducted inspections on approximately 250 vehicles. Of the inspected vehicles, to-date, 200 vehicles have received certification for hauling within the Trousdale Estates Area. Due to the volume of inspections, funds are now exhausted.

To continue to verify the ongoing safety and owner maintenance of these heavy construction vehicles, staff is recommending that the agreement be amended to include additional funding to allow for continued inspections through June 30, 2015.

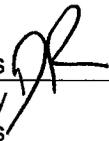
Staff has established a project fund and budget for expenditures for the Trousdale Estates Traffic Management Program which includes these heavy construction vehicle inspections. Staff is recommending, under separate cover, an appropriation from the general fund to cover overall program costs.

To address long term costs associated with heavy construction vehicle inspections and program implementation, staff has retained a consultant to prepare a fee study that outlines potential modifications to the Community Development Schedule of Fees & Charges to recover the associated costs. Staff will return to City Council by the end of the calendar year to present the findings of the fee study and recommendations for long-term cost recovery. The purpose of the fee study will be to establish a fee or charge that will recover costs of heavy construction vehicle inspections and program implementation.

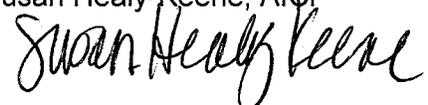
FISCAL IMPACT

This Amendment adds \$71,000 to the Agreement for a total not-to-exceed purchase order amount of \$120,000. The funds for this Amendment would be appropriated from the available General Fund Balance.

Don Rhoads
Approved By
Don Rhoads



Susan Healy-Keene
Approved By
Susan Healy-Keene, AICP



Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE THE CITY
OF BEVERLY HILLS WITH HEAVY CONSTRUCTION VEHICLE
INSPECTIONS AND RELATED SERVICES

NAME OF CONSULTANT: Trukspect, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Billy Y. Velez, President

CONSULTANT'S ADDRESS: P. O. Box 962
Whittier, CA 90608
Attention: Billy Y. Velez, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez, Director of Public Works
Services

COMMENCEMENT DATE: Upon Written Notice To Proceed

TERMINATION DATE: June 30, 2015

CONSIDERATION: Total not to exceed \$120,000.00, based on the rates
set forth in Exhibit B

**AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND TRUKSPECT, INC.
TO PROVIDE THE CITY OF BEVERLY HILLS WITH
HEAVY CONSTRUCTION VEHICLE INSPECTIONS AND
RELATED SERVICES**

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation (“CITY”), and Trukspect, Inc., dated September 9, 2014, identified as Contract No. 478-14 (hereinafter “CONTRACTOR”).

RECITALS

A. City entered into a written agreement, dated September 9, 2014, to provide CITY with heavy construction vehicle inspections and related services.

B. City desires to amend the Agreement to increase the consideration to accommodate the larger than anticipated number of vehicles requiring inspection.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above on the cover page of this Agreement.

Section 2. Section 11 of the Agreement entitled “Insurance” shall be amended to read as follows:

“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 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 3. Exhibit A, entitled "Scope of Work", shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit B, entitled "Schedule of Payment and Rates or Unit Costs" shall be amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended herein, the Agreement shall remain in full force and effect.

Executed this ____ day of _____, 2014, at Beverly Hills, California.

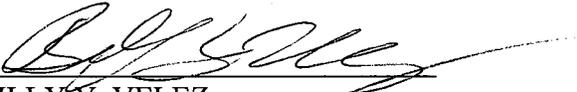
CITY OF BEVERLY HILLS, a municipal corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

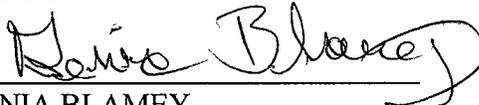
ATTEST:

_____(Seal)
BYRON POPE
City Clerk

TRUKSPECT, INC.



BILLY Y. VELEZ
President



RENIA BLAMEY
Secretary

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY C. KOLIN
City Manager



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services to the satisfaction of CITY:

- (a) Upon request of vehicle owner/operator to schedule an appointment, perform physical inspections and certifications of compliance with City safety heavy vehicle standards in accordance with Department of California Highway Patrol CHP 800H (REV 08-07) OPI 062 on behalf of City. Heavy vehicles shall include those with a gross vehicle weight rating over 26,000 pounds, over 10,000 pounds with three or more axles, and any trailer or semitrailer with a gross vehicle weight rating over 10,000 pounds and/or used in combination with the vehicles listed above. This inspection is in addition to the requirement on heavy vehicle owners/operators to comply with the California Biennial Inspection of Terminals Program.
- (b) Mutually agree upon an inspection location with heavy vehicle owner/operator. The inspection location may be at a site within CITY as specified by CITY, Los Angeles County, the cities of Lancaster and Palmdale or Ventura County.
- (c) Notify City immediately of each vehicle owner/operator appointment providing the date, time and location of each appointment.
- (d) Utilize the vehicle inspection form attached hereto as Attachment 1 to this Exhibit and submit completed forms to City within 24 hours of each heavy vehicle inspection.
- (e) Provide remedial driver's training for heavy vehicle owners/operators upon written request of the City Manager or his designee.
- (f) Additional heavy vehicle training and evaluation services for vehicle owners/operators such as general defensive driving courses and heavy vehicle pre-trip inspection training as requested by the City Manager or his designee in writing.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES or UNIT COSTS

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) at the following rates:

\$175.00 flat rate fee for each heavy vehicle inspection performed at a CITY location or heavy vehicle owner/operator location within the County of Los Angeles, excluding the cities of Palmdale and Lancaster.

\$200.00 flat rate fee for each heavy vehicle inspection performed at a heavy vehicle owner/operator location within Ventura County or in the cities of Palmdale and Lancaster.

\$50.00 flat rate fee for each heavy vehicle re-inspection or trailer inspection performed.

Remedial driver's training for heavy vehicle owners/operators, if needed, shall be mutually agreed upon by CITY and CONTRACTOR and charges shall be based on \$95.00 per hour and shall include travel of one hour portal to portal, and \$.51 cents per mile in Los Angeles County (with the exception of the cities of Palmdale and Lancaster).

CONTRACTOR shall submit an itemized statement to CITY for services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of same.

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE THE CITY OF BEVERLY HILLS WITH HEAVY CONSTRUCTION VEHICLE INSPECTIONS AND RELATED SERVICES

NAME OF CONTRACTOR: TRUKSPECT, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: BILLY Y. VELEZ, President

CONTRACTOR'S ADDRESS: TRUKSPECT, INC.
P.O. Box 962
Whittier, CA 90608
Attention: BILLY Y. VELEZ,
President

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: GEORGE CHAVEZ,
Director of Public Works Services

COMMENCEMENT DATE: Upon Notice to Proceed

TERMINATION DATE: June 30, 2015

CONSIDERATION: Not to exceed \$ 49,000.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUKSPECT, INC. TO PROVIDE THE CITY OF BEVERLY HILLS WITH HEAVY CONSTRUCTION VEHICLE INSPECTIONS AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and TRUKSPECT, 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.

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 two additional one-year terms or such other term not to exceed two 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

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 Principal 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 (\$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.

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 and auto 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, attorney's 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 3 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.

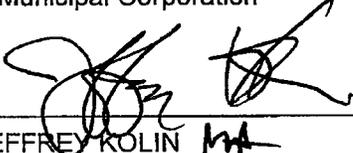
Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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 9th day of September 2014, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



JEFFREY KOLIN
City Manager

CONTRACTOR: TRUKSPECT, INC.



BILLY Y. VELEZ
President

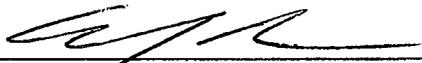


RENIA BLAMEY
Secretary

APPROVED AS TO CONTENT



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

- Schedule Heavy Construction Vehicle inspection appointment requests from Vendor and notify CITY of schedule.
- Perform Heavy Construction Vehicle inspections at a location agreed upon by both CITY and CONTRACTOR.
- Provide completed inspection forms to CITY and Vendor.
- Provide remedial Driver's Training for Vendor upon request of CITY.

CITY may request other types of equipment training and evaluation services that are listed in CONTRACTOR's brochure.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES or UNIT COSTS

CONTRACTOR shall submit an itemized statement to CITY for services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

CONTRACTOR shall charge CITY \$175.00 flat rate fee for each Heavy Construction Vehicle inspection performed at mutually agreed upon City site or vendor site within the County of Los Angeles, excluding Palmdale - Lancaster area.

CONTRACTOR shall charge CITY \$200.00 flat rate fee for each Heavy Construction Vehicle inspection performed at a vendor location within the County of Ventura or in the Palmdale - Lancaster area.

CONTRACTOR shall charge CITY \$50.00 flat rate fee for each Heavy Construction Vehicle re-inspection or trailer inspection performed.

Remedial Driver's training for Vendors if needed, shall be mutually agreed upon by CITY and CONTRACTOR and charges shall be based on \$95.00 per Consultant hour and include travel, one hour portal to portal plus \$.51 cents per mile in the Los Angeles Basin.

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000.00).

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

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

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

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

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

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

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

DATE : _____ BY : _____
Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

Attachment 3

Trousdale Hauling

Truck Company	Vehicle License Number	Vehicle Identification No.	Certification Date
Crown Disposal	7S6307	INKNLEOX155638061	6/23/2014
Crown Disposal	5W52426	INKDLUOXXXR790912	6/23/2014
Crown Disposal	7A66853	INKDLUOX63R703887	6/23/2014
Crown Disposal	10264A1	INKDLUOX83R703888	6/30/2014
Valley Floodlight	20379FI	INKDL5OXX9J24458	6/30/2014
Greg Porte	9E45105	IFUJGEDR6ASAR3033	7/2/2014
Pac Tank	4BP7071	IUYFS2403BC624101	7/2/2014
MFC	4UXJ048	IFVHCFAS22RKO1852	7/8/2014
Manuel Sanchez	4HK6931	IUYFS24513a949501	7/14/2014
Fonta	9E63910	INPXDP9X4CD150551	7/14/2014
Spragues Ready Mix Truck 105	7G46240	ZNPALTOX84M822623	7/12/2014
Spragues Ready Mix Truck 107	7946901	INPALTOX350851969	7/12/2014
Spragues Ready Mix Truck 109	8N99156	INPALTOX35D877049	7/12/2014
Spragues Ready Mix Truck 115	8D42759	INPALTOX370679218	7/12/2014
Spragues Ready Mix Truck 117	8F92276	INPALTOX57D679219	7/12/2014
Spragues Ready Mix Truck 119	7825OHI	INPSLJOX7ED228167	7/12/2014
Spragues Ready Mix Truck 121	55162RI	INPSLJOX4FD262777	7/12/2014
Bonanza Concrete Truck 75	7B49733	INKWLOEX83R389167	7/18/2014
Bonanza Concrete Truck 85	60040F1	INKWL50XZDJ361899	7/18/2014
Jordan, Jeremy Joseph	JETTX1	1XPSDB9XOXN502363	7/18/2014
Spragues Ready Mix Truck 110	7V38554	2NPLHZ7X56M891923	7/19/2014
Spragues Ready Mix Truck 104	7G46241	2NPALTOX64M822622	7/19/2014
Spragues Ready Mix Truck	6A86160	1NPALTOXXYN531143	7/19/2014
Spragues Ready Mix Truck 112	8A60930	1NPALTOX06N648114	7/19/2014
Spragues Ready Mix Truck 93	5R75750	1NPALTOX1WD456979	7/19/2014
Spragues Ready Mix Truck 118	78351H1	1NPSLJOX9ED228168	7/19/2014
Spragues Ready Mix Truck 120	55130R1	1NPSLJOX6FD262778	7/19/2014
Spragues Ready Mix Truck 116	8F92277	1NPALTOX17D679220	7/19/2014
Spragues Ready Mix Truck 106	7P22370	1NPALTOXX5D851970	7/19/2014
Spragues Ready Mix Truck 108	7U80240	1NPALTOXX5D877050	7/19/2014
Spragues Ready Mix Truck 114	No plate	1NPALTOX17D679217	7/19/2014
Bee Trucking Truck 5	8W38557	1XPCDR8X3RD337967	7/19/2014
Bee Trucking Tractor 4	9E02508	1XPWDU9X48N760354	7/19/2014
Bee Trucking Truck 3	906800Y	1X9HDX9X18D751921	7/19/2014
Bee Trucking Truck 2	8B42807	1XPCDB9X2XD479486	7/19/2014
Bee Trucking Truck 1	7P88292	1XPCDR9X6LD296109	7/19/2014
Monkey Trucking, Inc.	58520D1	2HSFHMZR5RC075009	7/19/2014
Champion Crane, Inc.	631740V	1Z9JD322800058250	7/22/2014
Champion Crane, Inc.	9C46239	1XPCD69X9ND318685	7/22/2014
Champion Crane, Inc.	9F02556	1X9BD49X4ED251414	7/22/2014
Bonanza Concrete Truck 77	7E01381	1NKWL00X54J053984	7/26/2014
Bonanza Concrete Truck 76	7E01382	1NKWL00X74J053985	7/26/2014
Bonanza Concrete Truck 72	6H18408	1NKWLOOXXYR849184	7/26/2014
Bonanza Concrete Truck 78	7L78567	1NPHLTOX14D829015	7/26/2014
Bonanza Concrete Truck 71	5Z52105	1NKWL00X9XR824923	7/26/2014
Bonanza Concrete Truck 82	8J36601	1NKWL00X47R186127	7/26/2014
Bonanza Concrete Truck 83	8J36600	1NKWL00X67R186128	7/26/2014
Bonanza Concrete Truck 74	6S70694	1NPAL50X52D578170	7/24/2014
Bonanza Concrete Truck 81	7Y86192	1NKWL50X46R138462	7/24/2014
Over & Over Truck 802	No plate	1NPS270X2FD266538	7/25/2014
Over & Over Truck 803	No plate	1NPSL70X4FD266539	7/25/2014
J.M. Communications Inc. Truck 213	8P80993	1GBE4C1257F406413	7/25/2014
J.M. Communications Inc. Truck 221	No plate	3C7WRKCL7EG229072	7/25/2014
Segovia, Ernesto – Truck #1	77839D1	1XPFDU9X42D581020	7/29/2014
Cordova Construction Svcs – Truck #2	8B86638	1XPGDU9X9WN434926	7/29/2014
Granados, Rodriguez Jose – Truck #2	16970E1	1XP5DB9X9WN464212	7/29/2014

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Truck Company	Vehicle License Number	Vehicle Identification No.	Certification Date
Trinidad, Juan -Truck #3	6575271	No vin	7/29/2014
Perez, Vazquez Jaime – Truck #002	6N11923	1XPCCR8X8TN391735	7/28/2014
Perez, Jaime – Truck #003	7U88984	1XPCCR9X1VN411311	7/28/2014
Cordova, Oscar – Truck #3	50653G1	1XP CDU9XZXD478446	7/28/2014
Ruiz, Rafael – Truck #05	8T53889	1XP5DU9XOYD529663	7/29/2014
Cordova Construction – Truck #5	15278D1	1XP5DB9X2HD216974	7/29/2014
Mata, Jaime – Truck #07	8V52132	1XKAD69X4RR625641	7/28/2014
Perez, Edgar – Truck #08	8Z82361	1FU YDCYB3PP494928	7/28/2014
Mata Perez, Jaime – Truck #10	46459JI	1FUPDXYB3SH559928	7/28/2014
Mata Jaime Perez – Truck #009	49214B1	1XPCD68X7SD377960	7/28/2014
Grandos Rodriguez, Jose – Truck #12	O7445H1	1XP5DB9XORD349671	7/28/2014
Gonzalez, Edwin A. – Truck #15	7U84122	1FUYSWDBXYLA89593	7/28/2014
Perez, Jaime – Truck #24	7Z14499	1XP5DB9X8WD449772	7/28/2014
Perez, Jaime – Truck #25	76264D1	1XPHOB9X08D749032	7/28/2014
Sanchez, Juan – Truck #71	7W63378	1XKADR9Y5TR686554	7/29/2014
Orantes Yorante, Flavio – Truck #818	7X46770	1XKWD69XZRR620833	7/28/2014
Baltazar Construction Inc – Truck #829	7Y16829	1X95DB9XXYD499348	7/12/2014
STC Netcom Inc. – Truck #133	25756F1	1GBZCVC85DZZ35207	7/22/2014
STC Netcom Inc. – Truck #507	7X77604	1FDXF46P55EC57850	7/22/2014
STC Netcom Inc. – Truck #506	7W33160	1FDWW36P25ECO2696	7/22/2014
STC Netcom Inc. – Truck #513	7Z83315	1FDWW36P66EA39147	7/22/2014
United Excavation	8X46768	1HTMMAAN87H415524	7/29/2014
Over & Over –Truck #804	No plate	1NPSL70X0FD266540	7/30/2014
Marco Transport Inc.–Truck #99892	9838661	1XPTD40X9DD199892	8/1/2014
Over & Over–Truck #800	No plate	1NPSL70X9FD266536	8/1/2014
Over & Over–Truck #801	No plate	1NPSL70X0FD266537	8/1/2014
Lopez Llamas, Raul	8J78683	3WKDDR9X9XF8Z8457	7/22/2014
Bourget Bros. Building Materials – Truck #1211	9E79990	1FVHC5DV8CDBM5448	8/2/2014
Bourget Bros. Building Materials – Truck #T705	7W56002	1FVHA6CG75LV29600	8/2/2014
William Scotsman Inc. –Truck #397417	9E09002	1HSHWAHNX8J674516	7/25/2014
Summit Equip Rentals LLC–Truck #052	9E00852	1FVPFWEB8YPG72851	8/2/2014
Stock Building Supply West LLC –Truck #6806	9F02871	1XPV079X3ED236806	8/1/2014
Stock Building Supply West LLC –Truck #6656	42895K1	1NPSLP9XXED236656	8/1/2014
Stock Building Supply West LLC –Truck #36653	42857K1	1NPSLP9X4E	8/1/2014
Stock Building Supply West LLC –Truck #225159	7V10135	2HSCNAPR76C22515	8/1/2014
Stock Building Supply West LLC –Truck #9309	42859K1	2NP2HM6X6EM239309	8/1/2014
Champion Crane Rental Inc –Truck #25	4ZRM201	WMG22042222000322	8/1/2014
Champion Crane Rental Inc –Truck #26	5NGE846	WMG22042232000360	8/1/2014
SRS Trucking Inc –Truck #635	99413J1	1NPALAOXXWN455943	8/5/2014
SRS Trucking Inc –Truck #001	7G46309	1NPALOOX44D824213	8/5/2014
SRS Trucking Inc –Truck #640	6221661	1NPALAOX9WN455948	8/5/2014
Barneys Hole Digging Svc. –Truck # A-24	4FXL250	1CYDCM583XT044080	8/8/2014
Jensen Precast –Truck #4414	WP21878	1NP TL40X5ED23784	8/7/2014
Over & Over Ready Mix-Truck#805	No plate	1NPSL70X0ED175220	8/12/2014
Over & Over Ready Mix-Truck#808	No plate	1NPSL70X9ED175216	8/12/2014
Vlloa Roberto Sanchez	8E29863	1XKAD69XXTS661527	8/11/2014
Salcedo Hugo Ignacio	KLNR4U	1NPWXU0X8A0797885	8/12/2014
Silva/Son Transport	83742D1	1AD396359GL	8/14/2014
Over & Over Ready Mix- Truck# 806	No plate	1NPSL70X4ED175222	8/14/2014
Over & Over Ready Mix- Truck# 807	No plate	1NPSL70X8ED175224	8/14/2014
Over & Over Ready Mix- Truck# 809	No plate	1NPSL70X0ED175217	8/14/2014
National Ready Mixed Concrete Company - Truck #69	6F91896	1NPALTOXXYS531158	7/26/2014
National Ready Mixed Concrete Company - Truck #358	7S68364	1NPALTOX25D883165	7/26/2014
National Ready Mixed Concrete Company - Truck #415	8A61183	1NPALTOX16D647592	7/26/2014
National Ready Mixed Concrete Company - Truck #388	7Z39970	1NPALTOX96D647565	7/26/2014
National Ready Mixed Concrete Company - Truck #338	6Z12368	1NPALTOX63D595260	7/26/2014

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Truck Company	Vehicle License Number	Vehicle Identification No.	Certification Date
National Ready Mixed Concrete Company - Truck #370	7U19199	1NPALTOX95D883177	7/26/2014
National Ready Mixed Concrete Company - Truck #341	6Z44553	1NPALTOX13D595263	7/26/2014
National Ready Mixed Concrete Company - Truck #339	6Z12369	1NPALTOX83D595261	7/26/2014
National Ready Mixed Concrete Company - Truck #424	8R14859	1NPALUOX08D768854	7/26/2014
National Ready Mixed Concrete Company - Truck #426	R814860	1NPALUOX29D768856	7/26/2014
National Ready Mixed Concrete Company - Truck #353	7546132	1NPALTOX35D883160	7/31/2014
National Ready Mixed Concrete Company - Truck #28	7D19518	1NPALTOX9XD494333	7/31/2014
National Ready Mixed Concrete Company - Truck #416	8W30763	1NPALTOX36D647593	7/31/2014
National Ready Mixed Concrete Company - Truck #314	6X79095	1NPALTOX93D595236	7/31/2014
National Ready Mixed Concrete Company - Truck #34	6D82629	1NPALTOX6Y5535949	7/31/2014
National Ready Mixed Concrete Company - Truck #336	6212367	1NPALTOY83D595258	7/31/2014
National Ready Mixed Concrete Company - Truck #427	8P51885	1NPALUOX49D768857	7/31/2014
National Ready Mixed Concrete Company - Truck #386	8A16516	1NPALTOX56D647563	8/9/2014
National Ready Mixed Concrete Company - Truck #36	6G12840	1NPALTOX6Y5535952	8/9/2014
National Ready Mixed Concrete Company - Truck #76	5Y71273	1NPALTOXSXD494331	8/9/2014
National Ready Mixed Concrete Company - Truck #61	6E91661	1NPALTOX9Y5531152	8/9/2014
National Ready Mixed Concrete Company - Truck #360	7S68367	1NPALTOX65D883167	8/9/2014
National Ready Mixed Concrete Company - Truck #35	6G12837	1NPALTOX8Y5535953	8/9/2014
Hernandez, Jaime Arcadia	8B66265	1XPADB8X3TN411090	8/18/2014
Rodriguez Griselda, Rodriguez Raymundo	8R46415	1XKWDB9XXJ793617	8/18/2014
Dean Harl Trucking	8N59518	1XPFD9X9TN392419	8/18/2014
ROHR STEEL INC	07722R1	5PVNV8JV2E4S53949	8/19/2014
ROHR STEEL INC	8.63E+05	5PVNV8JVIC4S52367	8/19/2014
SENNA TREE CO., LLC	05735J1	1M2AX33C9DM01086	8/23/2014
SENNA TREE CO., LLC	9A48877	2WKPDCCH6MK928262	8/23/2014
SENNA TREE CO., LLC	9E49048	1FUJA6CG43LL02299	8/23/2014
SENNA TREE CO., LLC	4HX1321	4C9LU44387A061106	8/23/2014
BELLIS STEEL - Truck #114	8R11451	2EZHACZCVX7AZ27455	8/22/2014
BELLIS STEEL - Truck #110	9040425	XPGDU9X64D830053	8/9/2014
BELLIS STEEL - Truck #107	9B71497	1XP5DB9XXYD548614	8/9/2014
BELLIS STEEL - Truck #111	7Z26014	1HTMSAZR66H218315	8/9/2014
BELLIS STEEL CO INC - TRAILER	VX6382	1H5P04020BN032101	8/9/2014
BELLIS STEEL CO INC - TRAILER	4HW6906	1L01B482671162510	8/9/2014
BELLIS STEEL CO INC - TRAILER	VS5635	7L25042001	8/22/2014
JB Wholesale Roofing & Building Supplies, Inc.	49291D1	1FVHCYBS8DHB1421	8/26/2014
Woody Douglas Gunit Co.	5E614903	W01530	8/16/2014
Woody Douglas Gunit Co. - Truck #48	7N91229	1FTYY9602VVA40455	8/16/2014
Ruiz, David S. - Truck #104	9D85645	1FUJA6CKX5DU18043	9/2/2014
Green Leaf Timothy	70100H1	1NP5L70X1DD168453	9/5/2014
Green Leaf Timothy	9E86258	1XPTD40X5DD168459	9/5/2014
Green Leaf Timothy - Trailer	4EG2922	1H95D38203M248004	9/5/2014
George L. Troop Co.	9E98244	1HSCUSJROAJ247774	9/8/2014
George L. Troop Co.	7U19265	1NP5LB9X360863149	9/8/2014
Stock Building Supply West LLC	42892K1	1NP5LP9X1ED236660	8/29/2014
Stock Building Supply West LLC	78321H	1FDUF5GT8CEC56757	8/29/2014
Pav Kote Inc	7X43846	1HTSCAAL7XH620907	9/6/2014
Pav Kote Inc	7C10565	1XKDD69X4RR622140	9/6/2014
Bonanza Ready Mix #86	53395S1	1NKWLJ0X9FJ430812	9/6/2014
Trench Shoring Company	4MU1093	1GRDM7025EH723115	9/11/2014
Trench Shoring Company	4DZ4130	1UYFS23544A168703	9/11/2014
Trench Shoring Company	86494E1	1NP5L70X7CD164633	9/11/2014
Trench Shoring Company	8H64961	1XPFD60X670695948	9/11/2014
Trench Shoring Company	42564K1	1XPSD70XOEDZ17808	9/11/2014
Stevens Trucking	9E27202	1XPTD40X4DD179162	9/13/2014
Stevens Trucking	9E55239	1XPTD40X9ED230141	9/13/2014
Stevens Trucking	9B87376	1XKWDB9XOXR835715	9/13/2014

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Truck Company	Vehicle License Number	Vehicle Identification No.	Certification Date
Stevens Trucking - Trailer	4FC8471	1TKA048255M062083	9/13/2014
Stevens Trucking	4KCB03	1TKA04623XM047457	9/13/2014
Stevens Trucking	4LK3916	1M9G43203SA056705	9/13/2014
American Builders Supply	8Y85996	2NPLLZ9X95M858644	9/13/2014
Hard Body Trucking	8E91901	1XP5DR9X3ND313895	9/16/2014
Arroyo Building Materials, Inc. - Truck #64	7L80057	1NP5LB9X25D844204	9/20/2014
Arroyo Building Materials, Inc. - Truck #22	6S50151	1FVXDDYB4RP627860	9/20/2014
Arroyo Building Materials, Inc. - Truck #19	58075D1	1XPCAB7XXPD328648	9/20/2014
Arroyo Building Materials, Inc.	7L80056	1NP5LB9X05D844203	9/20/2014
Woody Douglas Gunit Co.	9E14979	1XKDA68X9PJ613777	9/19/2014
Woody Douglas Gunit Co. - Trailer	4AE8679	3579BPAM	9/19/2014
Central Valley Builders Supply	8L54937	1NPSL00X08D758964	9/13/2014
Central Valley Builders Supply	8M53435	1NPSL50X68D759498	9/13/2014
Central Valley Builders Supply	7Z39470	1NPGLOOX66D653106	9/13/2014
Cunado Read Mix	8J12218	1NKWL00X27J172080	9/27/2014
Cunado Read Mix	8J12217	1NKWL00X97J172092	9/27/2014
Cunado Read Mix	8L04830	1NKWL50X47J163345	9/27/2014
MP Pool Plastering Inc	58040D1	1GD66H1C6YJ504011	9/26/2014
MP Pool Plastering Inc	9E27205	1GD66H1C6YJ504011	9/26/2014
Arroyo Building Materials, Inc.	8E29550	1XKW0B9X7VR745863	9/27/2014
Arroyo Building Materials, Inc.	4A51124	15950000060009100	9/27/2014
Arroyo Building Materials, Inc.	8V52062	1FDXA90W4FVA0540	9/27/2014
Westwood Building Materials - Truck # 29	9E34988	1M1AW02Y48N003472	9/27/2014
Westwood Building Materials - Tractor # 31	9E24756	1MJAW02YZ8N003471	9/27/2014
Westwood Building Materials - Trailer 36 A	1WP9638	1JJF452F3YS571681	9/27/2014
United Excavation	7Y89429	1FUJA3CG21LB65295	9/27/2014
United Excavation	15406N1	1XPHDU9X3A0798145	9/27/2014
United Excavation	36541C1	1FUJAHCG41P47890	9/27/2014
United Excavation	7J05356	1XP5DR9XXD501168	9/27/2014
United Excavation	7V70541	1XPCDR8X9RD359598	9/27/2014
Medina Construction - Truck # 170	34696L1	2FWJA3CV48AY78329	9/19/2014
Medina Construction - Truck # 128	6M29588	1FTYY95U25VA43126	9/19/2014
United Excavation	21509E1E	1NPW249X090776233	10/1/2014
United Excavation	6W21721	1XP50B9XO9D337310	10/1/2014
Booth Grading & Excavating	8M16785	1NKDL09X68RZ16773	9/2/2014
The Crane Guys LLC - Trailer	4MJ7792	1LDE4020XJB809924	10/4/2014
The Crane Guys LLC	6WGT415	WFN5RVDP762029145	10/4/2014
The Crane Guys LLC	9E98871	1XKODU9XX9J242593	10/4/2014
The Crane Guys LLC - Trailer	4MJ7791	1LDE40201HB876891	10/4/2014
The Crane Guys LLC	9E58293	1XKDDU9X39J248932	10/4/2014
The Crane Guys LLC - Trailer	4AF7870	41FKF4825X1000665	10/4/2014
Central Valley Builders Supply	6G31443	2NPNH27X3YM550970	10/4/2014
Central Valley Builders Supply	34854P1	1NPBLP9XXFD259730	10/4/2014
Central Valley Builders Supply	8L98199	1NPSL5OX480759497	10/4/2014
Central Valley Builders Supply	6S50329	1NPGLO9X52D575527	10/4/2014