



AGENDA REPORT

Meeting Date: June 8, 2015

Item Number: E-11

To: Honorable Mayor and City Council

From: Trish Rhay, Assistant Director of Public Works Services –
Infrastructure & Field Operations 
Michelle Tse, Senior Management Analyst *mt*

Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND HF&H CONSULTANTS, LLC FOR A
ZERO WASTE EVALUATION AND PLAN DEVELOPMENT
SERVICES; AND

APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-
EXCEED AMOUNT OF \$95,000

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and HF&H Consultants, LLC (“HF&H”) for a Zero Waste evaluation and plan development services and approval of a Purchase Order for a total not-to-exceed amount of \$95,000.

INTRODUCTION

Zero waste refers to waste management and planning approaches which emphasize waste prevention as opposed to waste management. The concept of “zero waste” does not literally mean zero waste, but encourages the establishment of programs and policies that allow cities to go beyond the State’s current 50% diversion rate. For example, cities such as San Francisco, Pasadena and Santa Monica have adopted a Zero Waste Strategic Plan, establishing key milestones over the next several years and gradually increasing diversion rates, with the goal to eventually reach zero or near zero waste.

Formalizing the City's long range waste management plan is a critical first step to successfully scoping, bidding, and negotiating a new Solid Waste Disposal Agreement. This plan will define the long term service levels, performance targets, and implementation strategies the City will expect from its solid waste service provider.

DISCUSSION

The City Council identified a feasibility study for a zero-waste program as a "B" priority item during the FY 2015-16 City Council priority setting exercise. As part of the process, staff intends to work with HF&H to evaluate and establish the following:

- Establish zero waste guiding principles and goals
- Develop a zero waste resolution
- Establish baseline of current policies, programs and facilities
- Zero waste plan development
- Identify how best to encourage stakeholder participation in the Plan development

The Zero Waste Feasibility Study and Strategic Plan would complement the City's Sustainable City Plan ("Sustainability Plan") by helping the City reduce waste, reduce landfill reliance, and reduce greenhouse gas emissions associated with current waste disposal practices. The City's 2013 diversion rate was 71%. Zero Waste does not mean 100% recycling, but rather a systematic approach that encompasses maximizing recycling and minimizing waste.

The City's Sustainability Plan, adopted in 2009, outlines specific guiding principles to promote sustainability. According to this Plan, sustainability for Beverly Hills means that the City has the capacity to provide the desired levels of service to all residents, the City and the business community using ecologically sensitive business practices. This will ensure resources are used in an efficient manner, and that the local environment is preserved as both an ecological asset and a benefit to the City.

With these values in mind, HF&H will work with the Public Works Commission and staff to identify City programs and policies already in place, assess and establish baselines which the City can reach, and help define the programs/policies to be implemented. Based on this framework, recommendations will be made on program options to be considered for the Zero Waste Plan. It is anticipated that the process will take approximately six to eight months to work with the Commission and conduct stakeholder outreach efforts. The Plan will be presented to the City Council for approval before implementation of any programs.

Staff is recommending HF&H, given the company's specialty in recycling and solid waste management services, as well as their experience working with municipal agencies. HF&H is currently the City's solid waste consultant and assisted the City with the solid waste contract assignment.

FISCAL IMPACT

Funds have been earmarked in the FY2014-15 Solid Waste Enterprise Fund to complete the zero waste feasibility study and strategic plan development. The fiscal impact is not to exceed \$95,000 in expenditures related to the Zero Waste evaluation and plan development. As part of the FY 2015-16 budget process, funds have been earmarked in the Capital Improvement Program to implement anticipated programs that are to be developed as part of the Zero Waste Plan.

Meeting Date: June 8, 2015

George Chavez 

Approved By

6/2/2015

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HF&H CONSULTANTS, LLC FOR A ZERO WASTE
EVALUATION AND PLAN DEVELOPMENT SERVICES

NAME OF CONSULTANT: HF&H CONSULTANTS, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: Laith B. Ezzet, Sr. Vice President

CONSULTANT'S ADDRESS: 19200 Von Karman Avenue, Suite 360
Irvine, California 92612
Attention: Laith B. Ezzet, Senior Vice
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: May 15, 2015

TERMINATION DATE: December 31, 2015

CONSIDERATION: Total Not to Exceed \$95,000

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HF&H CONSULTANTS, LLC FOR A ZERO WASTE
EVALUATION AND PLAN DEVELOPMENT SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and HF&H CONSULTANTS, LLC (hereinafter called "CONSULTANT").

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT 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 CONSULTANT 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. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT 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. (Check the Applicable Box)

(a) Compensation

If compensation is based on an hourly rate

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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.

If compensation is based on a flat fee

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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.

(b) Expenses [check applicable provision]

If no reimbursable 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.

If CITY reimburses for certain expenses in addition to compensation

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

(c) Additional Services. CITY may from time to time require CONSULTANT 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 CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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 CONSULTANT without the prior written approval of CITY. Any attempt by

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

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

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT'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. CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT 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 CONSULTANT.

(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 CONSULTANT in performing the Scope of Work required by this Agreement.

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

(4) Professional Liability Insurance [check if applicable]

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

(b) CONSULTANT 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) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT 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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT 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 CONSULTANT or any person employed by CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT 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 CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT'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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 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. 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT.

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 CONSULTANT.

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

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

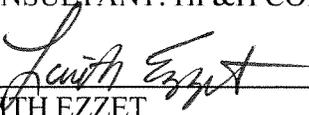
CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: HF&H CONSULTANTS, LLC.



LAYTH EZZET
Senior Vice President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform the following services:

Task 1: Establish Zero Waste Guiding Principles & Goals

CONSULTANT shall assist CITY in defining the guiding principles and goals for a Zero Waste Policy, using CITY's Sustainable City Plan as a guide. CONSULTANT shall provide a presentation to CITY staff and a briefing to the Public Works Commission. The presentation shall include, various definitions of zero waste from other communities, summary of existing relevant CITY ordinances, example zero waste resolutions and plans, resolutions, and other documents from other cities including CITY's Sustainable City Plan. CONSULTANT shall provide facilitation of a process to define CITY's vision and goal. The process will involve evaluating what programs / policies are currently in place in CITY, how CITY staff envisions zero waste in CITY, what is an attainable zero waste goal for CITY, what programs / policies would CITY staff like to see implemented and provide written recommendations.

Task 2: Develop Zero Waste Resolution

CONSULTANT shall perform the following tasks to develop CITY's Zero Waste Resolution, prepare a draft resolution for review by CITY staff and stakeholders, prepare for and conduct a Public Works Commission workshop with open invitations to other stakeholder to attend, revise resolution incorporating comments, submit final resolution for City Council adoption and prepare for and attend a City Council meeting to present resolution. The Zero Waste Resolution shall memorialize CITY's vision and goals, and indicate CITY's support for Zero Waste.

Task 3: Establish Baseline of Current Policies, Programs and facilities

CONSULTANT shall assist CITY in establishing a comprehensive understanding of the current conditions and establish baseline data from which CONSULTANT can project diversion needs, target key sectors and material types, and calculate diversion potential of various diversion programs and policy options. CONSULTANT shall focus on understanding the results of current diversion programs and the existing program performance by reviewing readily-available data such as: waste composition studies, historical tonnage reports on collected and diverted materials; customer account information; operational costs for collection and facilities; demographics and business profile and development information; and any other key management reports available from CITY or haulers.

CONSULTANT shall summarize their review of current conditions by preparing tables of programs and diversion information that document a baseline performance for each sector (residential and commercial). In addition, CONSULTANT shall identify and summarize the material types within each sector to be targeted for future diversion efforts. CITY will provide CONSULTANT with waste composition information provided by Recology, CITY's current solid waste contractor.

Task 4: Zero Waste Plan Development

The development of the Zero Waste Plan will be based on the analysis of current policies and programs, data and benchmarks readily available to CONSULTANT from similar programs in other communities, and the waste composition data made available to CONSULTANT by CITY. Using this data, and the guiding principles and zero waste goals determined in Task 2, CONSULTANT shall guide CITY through the identification, evaluation and recommendation of program options that combined together will create an integrated zero waste plan.

CONSULTANT shall work with CITY staff to review and discuss the options for reducing waste and increasing diversion from each waste generator sector, including opportunities to improve existing programs and new options to reduce waste and increase diversion. CONSULTANT shall also identify key current and pending State and Federal regulations and legislation that may impact CITY's planned programs.

For the programs to be included in the Zero Waste Plan, CONSULTANT shall provide a range of rough planning level cost estimates for those programs to be implemented within the next five years based on readily available data from CITY, CONSULTANT's data on similar programs in other communities, and industry sources.

The Zero Waste Plan Development shall include a stakeholder participation process that shall include a stakeholder workshop as part of a Public Works Commission meeting to present and discuss the draft options and allow for public input and comments.

The final work product shall document CITY's path to zero waste. The Zero Waste Plan shall incorporate the data, information and finding of the waste characterization, needs assessment, program and policy options analysis, and recommended opportunities to reach CITY's zero waste goals.

CONSULTANT shall provide the following: an outline of the Zero Waste Plan elements for CITY staff review and comment, prepare and present a PowerPoint presentation of Zero Waste Plan outline to stakeholders at Public Works Commission meeting, draft of the Zero Waste Plan based on input from Public Works Commission and other stakeholders for CITY staff review and comment, revised Zero Waste Plan based on CITY staff comments and PowerPoint presentation of Zero Waste Plan for City Council meeting.

Task 5: Stakeholder Decision-Making Process

Public participation and acceptance is vital to the success of CITY's Zero Waste Plan. In addition to the workshops discussed in Tasks 2 and 4, CONSULTANT shall work with CITY staff to identify the types of education and outreach to encourage the public to participate in the Plan development process and ongoing zero waste practices.

In order to reach the intended audience, CONSULTANT shall look to CITY staff to assist in identifying organizations or key stakeholders for potential involvement. CONSULTANT shall assist in the development of public education and outreach material pertaining to CITY's zero waste goals.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

I. COMPENSATION

CITY shall compensate CONSULTANT in an amount not-to-exceed \$95,000 based on the Work Plan and hourly rates included in I.A. CONSULTANT's project cost does not include costs associated with the reproduction or mailing of public education materials. CITY shall reimburse CONSULTANT for expenses set forth in I.B. reasonably incurred in the performance of the Agreement.

A. ENGAGEMENT WORK PLAN AND RATES*

Engagement Task	Engagement Personnel Hours and Fees				Total
	Leith B. Ezzet Sr. Vice President	Robert C. Hilton Vice President	Debbie Morris Manager	Associate Analyst	
1 Establish Zero Waste Guiding Principles and Goals	8	8	25	0	\$ 9,225
2 Develop Zero Waste Resolution	6	2	15	0	\$ 5,155
3 Establish Baseline of Current Policies, Programs and Facilities	12	8	15	25	\$ 11,780
4 Zero Waste Plan Development	55	46	131	76	\$ 63,694
5 Stakeholder Decision-Making Process	4	8	8	0	\$ 4,652
Total Hours	85	72	194	101	452
Hourly Rates	\$ 255	\$ 245	\$ 209	\$ 145	
Project Fees	\$ 21,675	\$ 17,640	\$ 40,546	\$ 14,645	\$ 94,506
Project Expenses					\$ 494
Total Project Fees and Expenses					\$ 95,000

* Hours may be shifted among tasks

Hourly Rates

Senior Vice President	\$255
Vice President	\$245
Senior Manager/Director	\$215 to \$225
Manager	\$209
Senior Associate	\$165 to \$185
Associate Analyst	\$125 to \$145
Assistant Analyst	\$95 to \$115

B. REIMBURSEABLE EXPENSES

Standard charges for common direct expenses shall be as follows:

Automobile Travel	Prevailing IRS mileage rate
Document Reproduction	15 cent per page (black & white)
	75 cent per page (color)
Facsimile	No Charge
Telephone	No Charge
Public Conveyances	Actual
Postage	Actual
Overnight Mail and Couriers	Actual

II. SCHEDULE OF PAYMENT

CONSULTANT shall submit an itemized statement to CITY for its services performed on a form approved by CITY, which shall include documentation setting forth in detail a description of the services rendered, hours of service, and reimbursable expenses. CITY shall pay CONSULTANT the undisputed amount of such billing within thirty (30) days receipt of the same.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

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

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

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

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

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

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

DATE : _____ BY : _____
 _____ Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____
