



## AGENDA REPORT

**Meeting Date:** December 15, 2015

**Item Number:** D-8

**To:** Honorable Mayor & City Council

**From:** Trish Rhay, Assistant Director of Public Works Services,  
Infrastructure & Field Operations  
Caitlin Sims, Senior Management Analyst

**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND KRB CONSTRUCTION FOR  
MAINTENANCE AND REPAIR SERVICES AT SUNSET  
RESERVOIR; AND

APPROVAL OF A PURCHASE ORDER IN AN AMOUNT NOT TO  
EXCEED \$66,799

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and KRB Construction for maintenance and repair services at Building #51 at Sunset Reservoir for an amount not-to-exceed \$66,799, and approve a purchase order for a not-to-exceed amount of \$66,799.

### **DISCUSSION**

City Building #51 is located above the Sunset Reservoir, located at 9598 Sunset Boulevard, at the corner of Rexford and Sunset Boulevards. Sunset Reservoir is one of eleven reservoirs located in the City, and it has six million gallons of storage capacity. The building was constructed of concrete in 1957 and serves as the entrance to the reservoir. With its age, cracks can form in the concrete of the building, making it susceptible to leaks. As a result, water can intrude through these small openings and potentially leak into the City's reservoir storage area, which poses a threat of water contamination. The leakage may increase during heavy rainfall. Regular waterproofing at the facility reduces the risk of leakage. In preparation for the forecasted El Nino season, staff recommends that City Building #51 be properly sealed and caulked.

The required work is maintenance as defined in Public Contract Code Section 22002(d)(5). Beverly Hills Municipal Code Section 3-3-204 states that with regards to

Meeting Date: December 15, 2015

contracts for services, competitive written bidding is required if it is determined that it is in the best interest of the City. Because this maintenance should be completed prior to the forecasted El Nino season, it would be most prudent to complete the work as quickly as possible.

In order to make a prudent business decision, staff developed a scope of work for the project and sought three quotations for the project work. The scope of the project is to complete the following:

- Remove several feet of dirt from the north and west sides of the structure;
- Dry and clean existing walls;
- Properly seal joints and any visible cracks with water-resistant epoxy; and
- Outfit outside walls with a drain and pipe system to channel water away from the building.

Staff received quotations from three firms: KRB Construction, ELK Construction, and Pyramid Builders. All quotations include labor and parts.

<b>Vendor</b>	<b>Cost</b>
KRB Construction	\$66,799
ELK Construction	\$68,900
Pyramid Builders	\$72,500

Staff recommends that the City Council approve an agreement with the lowest responsible bidder, KRB Construction, in an amount not-to-exceed \$66,799 and approve a Purchase Order in the amount of \$66,799 for maintenance and repair work at City Building #51 at Sunset Reservoir. KRB Construction has done similar maintenance work at City facilities in the past, and staff has been satisfied with the work that has been completed.

**FISCAL IMPACT**

Funding for this project is available in the budget for Capital Improvement Project No. 0796 – Reservoir Replacement and Water Tanks.



George Chavez

Approved By

Council will be advised if agreement is not signed by Tuesday, December 15, 2015.

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KRB  
CONSTRUCTION FOR MAINTENANCE AND REPAIR SERVICES AT  
SUNSET RESERVOIR

NAME OF CONTRACTOR:	KRB CONSTRUCTION
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Karl Brook, Owner
CONTRACTOR'S ADDRESS:	2774 Sawtelle Blvd. Los Angeles, CA 90064 Attention: Karl Brook, Owner
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Trish Rhay, Assistant Director of Public Works Services
COMMENCEMENT DATE:	December 15, 2015
TERMINATION DATE:	April 30, 2016
CONSIDERATION:	Total not to exceed: \$66,799, as more particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KRB  
CONSTRUCTION FOR MAINTENANCE AND REPAIR SERVICES AT  
SUNSET RESERVOIR

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and KRB CONSTRUCTION (hereinafter called "CONTRACTOR"), a sole proprietor.

RECITALS

A. CITY desires to obtain services of a contractor to perform work as described in Exhibit A ("Project"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is licensed, qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform and complete in good and workmanlike manner the Scope of Work described in Exhibit A in a manner satisfactory to CITY. The complete Agreement includes all of the Documents as if set forth in full herein, including the Agreement, any and all Contract Change orders issued after the execution of the Agreement (the "Documents"), all of which are essential parts of the agreement between CITY and CONTRACTOR and are hereby made a part of this Agreement. In the event of any provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.

Section 2. Time of Performance.

(a) CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall perform the services on or by the Termination Date set forth above, unless extended in writing by the City Manager or his designee pursuant to the same terms and conditions of the Agreement.

(b) CONTRACTOR hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. CONTRACTOR agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within sixty (60) **working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

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.

(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 and any modification to the compensation shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment.

(a) Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently as approved by CITY, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period reflecting the actual amount of work completed or the percentage of the completed work and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall return to CONTRACTOR any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

(b) Progress payment shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, CITY, and unused. CITY shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of CITY finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

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

Section 9. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. The cost of any change order must be agreed to by both parties in writing.

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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Liquidated Damages. CITY and CONTRACTOR hereby agree that in case all ordering of materials and construction called for under the Agreement is not completed within the time hereinabove specified, including CITY caused delays or extensions, damages will be sustained by CITY and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages CITY will sustain in the event of, and by reason of such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that CONTRACTOR will pay to CITY, or CITY may retain from amounts otherwise payable to CONTRACTOR, said amount for each calendar day by which CONTRACTOR fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). CONTRACTOR will not be assessed liquidated damages for delay(s) occasioned by the failure of CITY or of the owner of a utility to provide for the removal or relocation of utility facilities.

Section 12. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the services required by this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance and employers' liability insurance as required by law.

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

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

(f) 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.

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit 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 required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY. 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 13. CONTRACTOR's Guarantee. CONTRACTOR, CONTRACTOR's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, CONTRACTOR shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

Section 14. 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 claims, 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 15. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY 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 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 16. Notice. Any notice, 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 17. Prevailing Wages. In accordance with the provisions of Sections 1770 *et seq.*, of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONTRACTOR will be required to pay to all persons employed by the CONTRACTOR on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State of California.

Section 18. Affirmative Action in Contracting Policy. CITY is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. CONTRACTOR expressly agrees to comply with the CITY's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. CONTRACTOR and every supplier of materials and services shall be an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

Section 19. Standard Specifications. In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction work shall be performed in accordance with the provisions of the most current edition of "Standard Specifications for Public Works Construction" (commonly known as "the Green Book") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications."

Section 20. Compliance with Labor Laws. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, *etc.* CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of CITY and is available for inspection and reference during regular business hours.

Section 21. Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the CONTRACTOR's sole expense.

Section 22. Licenses and Permits. Except as provided herein below, CONTRACTOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining CITY permits required under this Agreement will be waived. All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.

Section 23. Assignment of Unfair Business Practices. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or its subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

Section 24. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) CONTRACTOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

(1) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Agreement.

(b) CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall be in the form of a written amendment to the Agreement.

(c) In the event that a dispute arises between the CITY and CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work,

CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided either by the Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

Section 25. Special Conditions.

(a) Hours of Work. All construction activity shall be performed only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. For any construction activity to be performed after these hours or on weekends, CONTRACTOR shall obtain the written approval of the CITY's representative.

(b) Conduct of the Work. Workmen shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no loud noise, shouting or other extraneous activity that might cause disruption to staff or patrons as the case may be. The operations of described location *i.e.* city hall, *etc.* will remain open throughout the construction period.

(c) Storage will be limited to the Project area.

(d) CONTRACTOR shall have a competent representative on the Project site at all times Work is in progress. Communication given to the representative shall be binding as if given to the CONTRACTOR. CONTRACTOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the CITY's representative, with a qualified, competent replacement acceptable to the CITY's representative.

(e) CONTRACTOR shall submit schedule information to the CITY's representative for integration into the overall Project schedule. Activity information shall be of sufficient detail to ensure adequate coordination, planning and execution of the work within the Time of Performance required by the Agreement.

(f) Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the CONTRACTOR as the work progresses. The CITY may elect if required, upon written notice to the CONTRACTOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 26. 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 27. Antitrust Claims. CONTRACTOR offers and agrees to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time CITY tenders final payment to CONTRACTOR without further acknowledgment by the parties.

Section 28. Debarred, Suspended or Ineligible Contractors. CONTRACTOR shall not be debarred throughout the duration of this Agreement. CONTRACTOR shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

Section 29. 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 30. 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 31. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 32. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 33. 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

CONTRACTOR: KRB CONSTRUCTION

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KARL BROOK  
Owner

APPROVED AS TO FORM

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DAVID M. SNOW  
Interim City Attorney

APPROVED AS TO CONTENT

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MAHDI ALUZRI  
City Manager

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GEORGE CHAVEZ  
Director of Public Works Services

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KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall perform the following services:

#### SCHEDULE OF WORK:

Perform excavation work to waterproof perimeter footings.

Cut out shrubs and dig out root balls. Dig below the footing on the north, west, and east up to the main entry door leading to the steps, and the south side of the structure closest to Rexford. All excavated soil will be hauled away and will be replaced with DG backfill.

Prep for epoxy work and waterproofing.

Surface grind and prep existing concrete surfaces to prepare for epoxy injection work in the existing cinder block and concrete cold joints at base of walls and footings.

Epoxy Injection.

Visible cracks will be ground out and epoxy injected. Surface grind these areas and prep for epoxy injection to seal and reinforce these areas.

French Drain.

Install a new French drain with gravel, fiberglass mesh, pipework and 2" drain line to capture the water. Excavate the trench leading towards the concrete swale on the south side of the property. Any water collected along the perimeter of the structure will drain into the French drain pipeline and will discharge into the swale.

Waterproofing Membrane for concrete footings and flash wall.

Apply a liquid rubberized waterproofing emulsion to waterproof the surfaces.

DG backfill.

Multi-loads of DG backfill with semi 10 wheeler truck, materials and delivery Bobcat with driver and safety spotter

Toilet Rental and wash sink.

Portable toilet rental for this phase of work

Trucking, trash and several tons of dirt hauling, and dump fees for this work

EXHIBIT B

RATES / PAYMENT SCHEDULE

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed Sixty Six Thousand Seven Hundred Ninety Nine Dollars (\$66,799) as detailed below:

Evacuation Work	\$15,183.00
Preparation for Waterproofing and Epoxy Work	4,900.00
Epoxy Injection	12,000.00
French Drain	15,400.00
Waterproof Membrane	9,236.00
DG Backfill	4,400.00
Bobcat with driver and safety spotter	900.00
Toilet Rental and wash sink	280.00
Trucking, trash and dirt hauling, and dump fees	4,500.00
<b>TOTAL:</b>	<b>\$66,799.00</b>

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

AGENCY : \_\_\_\_\_ TITLE : \_\_\_\_\_  
 \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_