



## AGENDA REPORT

**Meeting Date:** October 18, 2016

**Item Number:** D-8

**To:** Honorable Mayor & City Council

**From:** Susan Healy Keene, Director of Community Development  
David Yelton, Deputy Building Official

**Subject:** AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LINDMARK ENGINEERING TO PROVIDE ENVIRONMENTAL SERVICES TO INCLUDE A HAZWOPER 40-HOUR TRAINED PROFESSIONAL, AIR AND WEATHER STATION MONITORING SERVICES FOR MAINTENANCE WORK AT PARCELS 12 AND 13; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$38,879 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$82,073

**Attachments:**

1. Amendment No. 1
2. Agreement No. 311-16

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### **RECOMMENDATION**

Staff recommends that the City Council approve a \$38,879 amendment to the current agreement between the City of Beverly Hills and Lindmark Engineering for environmental services to be provided under the Phase II of the Parcels 12 and 13 maintenance program. Staff is also requesting the approval of a change order in the amount of \$38,879 to the current purchase order for a total not-to-exceed amount of \$82,073 for the contracted services until its termination date of June 30, 2017, renewable for two additional one-year terms.

### **INTRODUCTION**

Lindmark Engineering is a professional environmental consulting firm in Westlake Village with extensive experience providing environmental services to municipalities and private organizations in California, Nevada, Arizona, and Utah since 1989. Lindmark Engineering specializes in environmental consulting, environmental site assessments, regulatory environmental compliance services, environmental construction, etc.

## **DISCUSSION**

On August 1, 2016, the City entered into an agreement with Lindmark Engineering, Agreement No. 311-16, to provide environmental and monitoring services for maintenance work at Parcels 12 and 13, generally located south of North Santa Monica Boulevard and between Alpine Drive and Doheny Drive. The environmental services scope of services provided by Lindmark Engineering will provide environmental and monitoring oversight services for the property maintenance scope work performed by Beverly Hills Land Company and its contractors on Parcels 12 and 13, which are broken down into two phases:

### \*Phase – 1:

- Trimming of weeds and overgrown vegetation
- Removal of trash and debris
- Removal of all dead vegetation
- Trimming of existing shrubs
- Repairs to the existing irrigation system
- Repair of damaged sections of fence around Parcels 12 and 13
- Removal of the redundant fence on Parcel 12 (west parcel)

\*Note: Phase – 1 Lindmark Engineering’s environmental and monitoring services scope of work was approved as part of the original Agreement executed August 1, 2016.

### Phase – 2:

- Relocation of the perimeter fences around Parcels 12 and 13 from the City’s Public Right-of-Way onto the site
- Installation of a green screen on all perimeter fences to improve the visual aesthetics of the vacant Parcels, and to comply with the City’s vacant lot regulations.
- Repairs to the existing irrigation system
- Expand the irrigation system to include existing landscape areas not currently being watered, and new areas of landscaping
- Planting of shrubs and groundcover per the approved landscape plan
- Application of soil cement to stabilize any loose or disturbed soil

Lindmark Engineering’s environmental and monitoring services will include; Hazwoper 40-hour trained professional, a weather station to monitor ambient weather conditions (wind speed, wind direction, and relative humidity), and three monitoring locations for total dust and arsenic air dust monitoring, continuous environmental monitoring and observations of site work that may generate dust, daily field reports, preparation of site mapping that identifies daily work areas, analytical data and chain-of-custody documents, including photo documentation of field conditions.

These environmental and monitoring services are implemented as an added precaution and protection to ensure for the health and safety of the Beverly Hills community.

Meeting Date: October 18, 2016

**FISCAL IMPACT**

The total agreement is for an amount no-to-exceed of \$82,073. The property owner, Beverly Hills Land Company, will pay up to \$12,500 of the costs of the environmental consulting and monitoring services provided under this service agreement. The remaining expenditures will be covered by funds available from CIP # 918 – Capital Improvement Project Parcels 12 and 13.

Susan Healy Keene  
Approved By   
Susan Healy Keene, AICP

# **ATTACHMENT 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND LINDMARK ENGINEERING TO  
PROVIDE ENVIRONMENTAL SERVICES TO INCLUDE A  
HAZWOPER 40-HOUR TRAINED PROFESSIONAL, AIR AND  
WEATHER STATION MONITORING SERVICES FOR  
MAINTENANCE WORK AT PARCELS 12 AND 13

NAME OF CONSULTANT: Lindmark Engineering

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Ulf Lindmark, PE, BCEE, Senior Principal

CONSULTANT'S ADDRESS: 2625 Townsgate Road, Suite 330  
Westlake Village, CA 91361

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David Yelton, Deputy Building Official

COMMENCEMENT DATE: July 5, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Original Agreement: Not to exceed \$43,194 as  
detailed in Exhibit B  
Amendment No. 1: Not to exceed \$38,879, as  
detailed in Exhibit B  
Total Not to exceed: \$82,073

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND LINDMARK ENGINEERING TO  
PROVIDE ENVIRONMENTAL SERVICES TO INCLUDE A  
HAZWOPER 40-HOUR TRAINED PROFESSIONAL, AIR AND  
WEATHER STATION MONITORING SERVICES FOR  
MAINTENANCE WORK AT PARCELS 12 AND 13

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Lindmark Engineering (hereinafter called "CONSULTANT") dated August 1, 2016 and identified as Contract No. 311-16 "Agreement", a copy of which is on file in the office of the City Clerk.

RECITALS

A. CITY and CONSULTANT entered into an agreement for environmental services for the proposed maintenance work at Parcels 12 & 13, south of North Santa Monica Boulevard and between Alden Drive and Doheny Drive..

B. CITY and CONSULTANT desire to amend the Agreement to add services and compensate CONSULTANT for such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The CONSIDERATION shall be amended as set forth above.

Section 2. Exhibit A, "Scope of Work", shall be amended as attached hereto and incorporated herein.

Section 3. Exhibit B, "Schedule of Payment and Rates", shall be amended as attached hereto and incorporated herein.

Section 4. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: LINDMARK ENGINEERING.

\_\_\_\_\_  
ULF LINDMARK, PE, BCEE  
Senior Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director Community Development

\_\_\_\_\_  
DAVID YELTON  
Deputy Building Official

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Interim Risk Manager

EXHIBIT A  
SCOPE OF WORK

**ORIGINAL AGREEMENT:**

CONSULTANT shall provide the following environmental services in connection with the proposed maintenance work at Parcels 12 and 13, south of North Santa Monica Boulevard (NSMB) and between Alden Drive and Doheny Drive (site).

I. Project Understanding

The site consists of two vacant lots 12 and 13 which comprise the five parcels 4342-015-038; 4342-015-039; 4342-015-040 and 4342-015- 041, including the "island" property adjacent to and just west of Doheny Drive. The site majority owner is the Beverly Hills Land Company (BHLC), which will be responsible for trimming all existing hedges, shrubs and plants, and cut weeds at the site and abutting CITY right of way. That scope of work includes trimming the hedges, shrubs, and plants, and weeds will be cut so that they do not extend through the fences. Based on the scope of work provided by the BHLC, dust potentially could be generated during surficial trash collection, vegetation debris collection, weeding, edging, pruning, tree trimming, leaf removal and sprinkler repair.

Based on CONSULTANT's review of the proposed scope of work contained in a draft agreement which will be approved by the Department of Toxic Substances and Control (DTSC), CONSULTANT understands that the site work will not involve any soil removal and no vegetation will be removed from the soil. Furthermore, fence posts will be cut above the existing ground and ends capped.

Previous site assessments performed have found arsenic concentrations in soil above normal background for California soils with a maximum concentration of 996 mg/kg. Given the known site conditions and potential for dust generation, CONSULTANT proposes to conduct dust monitoring at the site, including air monitoring for total arsenic concentrations, and observations of site work.

II. CONSULTANT's Scope of Work

The proposed scope of work includes the tasks described below:

(a) Task 1 – Planning and Preparation

Pre-Project Communication

CONSULTANT shall communicate with a CITY designated project manager and attend any required meetings prior to the commencement of field work.

Health and Safety Plan Preparation

CONSULTANT shall prepare a site-specific health and safety plan that will be implemented per OSHA requirements (29 CFR 1910.120) and will be used by CONSULTANT's field personnel.

All on-site CONSULTANT environmental professionals shall have valid 40-hr HAZWOPER training.

(b) Task 2 – Air Monitoring and Site Work Observations

CONSULTANT shall observe the site activities performed by BHLC's landscape contractor for the duration of the project (assumed to be 20 days).

The proposed air monitoring will include one weather station to monitor ambient weather conditions (wind speed, wind direction, and relative humidity) and three monitoring locations for total dust and arsenic. Total dust will be continuously monitored with MIE Model 1000 personal dust monitors. The ambient arsenic levels will be monitored daily with low-flow sampling pumps and 37 mm MCE cartridges analyzed utilizing NIOSH Method 7300, however if the initial week of arsenic dust monitoring indicate minimal concerns, CONSULTANT may recommend to discontinue the arsenic monitoring in consultation with CITY. In any event, the total dust monitoring will continue through the end of the project.

The three monitoring stations for dust and arsenic will be positioned at locations upwind, within the work area and downwind of the work areas. CONSULTANT shall monitor the weather station and monitoring locations approximately every 15 minutes during site work. If, during site work, dust levels are recorded greater than 50 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ), CONSULTANT shall immediately notify the on-site field manager and dust suppression methods (e.g., water misting, covering soil stockpiles, loading smaller loads, etc.) must be implemented by BHLC contractors to reduce the dust levels below 50  $\mu\text{g}/\text{m}^3$ .

CONSULTANT shall prepare daily field reports during the project. The field reports shall include field observations, meeting notes, personnel on-site, equipment arrival and departure time, work hours, and any other vital project information pursuant to the project. Additionally, CONSULTANT shall maintain a photo log to visually document project implementation activities at the site. Finally, CONSULTANT shall mark the locations of daily site work on a map.

(c) Task 3 – Project Completion Document

CONSULTANT shall prepare a project completion document in a letter form that shall include the following documents:

- Air monitoring data;
- Daily field reports;
- Site map identifying daily work areas;
- Analytical data and chain-of-custody documents; and
- Photographs.

III. Assumptions

The following are assumptions and exclusions for this scope of work:

- The site work will be completed in 20 days.

- The workdays are based on a standard 8-hour day from Monday through Friday.
- A written cost amendment may be required for unexpected project delays from the landscaping contractor or unexpected site conditions.
- CONSULTANT shall not provide construction management activities, but CONSULTANT's services will be limited to environmental monitoring and observations of site work that may generate dust.
- The BHLC and its landscaping contractor are responsible for providing any required personal protective equipment for their own employees.
- CONSULTANT is assuming that one environmental professional will be able to perform the daily monitoring and that three monitoring stations will suffice. This will require that the landscaping contractor assigns all workers that may generate dust to the same general area in any given day. If the work is spread out over a larger area, additional monitoring personnel and equipment will be required which are not included in the budget.

#### IV. Project Schedule

CONSULTANT anticipates the following schedule to complete the proposed scope of work after receiving written authorization to proceed (cumulative weeks):

1. Planning and Preparation	0-2 weeks
2. Air Monitoring and Site Work Observations	3-6 weeks
3. Project Completion Documents	7-8 weeks

CONSULTANT expects to complete the project in eight weeks.

#### **AMENDMENT NO. 1:**

CONSULTANT shall provide the following additional environmental services as detailed below for the proposed relocation of the perimeter fences at Lots 12 and 13 (herein referred to as "Phase 2"), south of North Santa Monica Boulevard (NSMB) and between Alden Drive and Doheny Drive (site) ("Project").

#### **PROJECT UNDERSTANDING**

The site consists of two vacant lots 12 and 13 which comprise the five parcels 4342-015-038; 4342-015-039; 4342-015-040 and 4342-015- 041, including the "island" property adjacent to and just west of Doheny Drive. The site majority owner is the Beverly Hills Land Company (BHLC), which will be responsible for carrying out the field operations, that CONSULTANT understands will include the following tasks (or "proposed BHLC scope of work"):

- Relocate the perimeter fences around Parcels 12 and 13 from the City's Public Right-of-Way onto the site
- Install a green screen on all perimeter fences to improve the visual aesthetics of the vacant Parcels, and to comply with the City's vacant lot regulations.
- Repair the existing irrigation system
- Expand the irrigation system to include existing landscape areas not currently being watered, and new areas of landscaping
- Plant shrubs and groundcover per the approved landscape plan
- Apply soil cement to stabilize any loose or disturbed soil

Based on CONSULTANT's review of the BHLC proposed scope of work contained in a draft agreement which is subject to the approval of the Department of Toxic Substances and Control (DTSC), CONSULTANT shall provide the following environmental services in connection with the proposed maintenance. CONSULTANT understands that the site work will not involve any soil removal and no vegetation will be removed from the soil. Furthermore, fence posts will be cut above the existing ground and ends capped.

Previous site assessments performed have found arsenic concentrations in soil above normal background for California soils with a maximum concentration of 996 mg/kg. Given the known site conditions and potential for dust generation, CONSULTANT proposes to conduct dust monitoring at the site, including air monitoring for total arsenic concentrations, and observations of site work.

## **SCOPE OF WORK**

CONSULTANT shall perform the following tasks below:

### **Task 1 – PLANNING AND PREPARATION**

#### **Pre-Project Communication**

CONSULTANT shall communicate with CITY's designated project manager and attend any required meetings prior to the commencement of field work.

#### **Health and Safety Plan Preparation**

CONSULTANT shall update the site-specific health and safety plan to address the proposed BHLC scope of work. The safety plan shall be implemented per OSHA requirements (29 CFR 1910.120) and will be used by our field personnel. All on-site CONSULTANT environmental professionals will have valid 40-hr HAZWOPER training.

### **Task 2 – AIR MONITORING AND SITE WORK OBSERVATIONS**

CONSULTANT shall observe the site activities performed by CITY contractors for the duration of the project (assumed to be 4 weeks).

The proposed air monitoring shall include one weather station to monitor ambient weather conditions (wind speed, wind direction, and relative humidity) and three monitoring locations for total dust and arsenic. Total dust shall be continuously monitored by CONSULTANT with MIE

Model 1000 personal dust monitors. The ambient arsenic levels shall be monitored daily with low-flow sampling pumps and 37 mm MCE cartridges analyzed utilizing NIOSH Method 7300, however if the initial week of arsenic dust monitoring indicate minimal concerns, CONSULTANT may recommend to discontinue the arsenic monitoring in consultation with CITY. In any event, the total dust monitoring will continue through the end of the Project.

The three monitoring stations for dust and arsenic will be positioned at locations upwind, within the work area and downwind of the work areas. CONSULTANT shall monitor the weather station and monitoring locations approximately every 15 minutes during site work. If, during site work, dust levels are recorded greater than 50 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ), CONSULTANT shall immediately notify the on-site field manager and dust suppression methods (e.g., water misting, covering soil stockpiles, loading smaller loads, etc.) must be implemented to reduce the dust levels below 50  $\mu\text{g}/\text{m}^3$ .

CONSULTANT shall prepare daily field reports during the Project. The field reports shall include field observations, meeting notes, personnel on-site, equipment arrival and departure time, work hours, and any other vital project information pursuant to the Project. Additionally, CONSULTANT shall maintain a photo log to visually document project implementation activities at the site. Finally, CONSULTANT shall mark the locations of daily site work on a map.

### Task 3 – PROJECT COMPLETION DOCUMENT

CONSULTANT shall prepare a Project completion document in a letter form that will attach the following documents:

- Air monitoring data;
- Daily field reports;
- Site map identifying daily work areas;
- Analytical data and chain-of-custody documents; and
- Photographs.

### ASSUMPTIONS

The following are assumptions and exclusions to this scope of work:

- The site work shall be completed in 20 working days.
- The workdays are based on a standard 8-hour day from Monday through Friday.
- A cost amendment may be required for unexpected Project delays from the landscaping contractor or unexpected site conditions.
- CONSULTANT shall not provide construction management activities, but CONSULTANT's services shall be limited to environmental monitoring and observations of site work that may generate dust.

- The BHLC and its contractors are responsible for providing any required personal protective equipment for their own employees.
- CONSULTANT is assuming that one environmental professional will be able to perform the daily monitoring and that three monitoring stations will suffice. This will require that the landscaping contractor assigns all workers that may generate dust to the same general area in any given day. If the work is spread out over a larger area, additional monitoring personnel and equipment will be required which are not included in the budget.

#### PROJECT SCHEDULE

CONSULTANT anticipates the following schedule to complete CONSULTANT's scope of work after receiving written authorization to proceed from CITY (cumulative weeks):

4. Planning and Preparation	0-2 weeks
5. Air Monitoring and Site Work Observations	3-6 weeks
6. Project Completion Documents	7-8 weeks

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

**ORIGINAL AGREEMENT:**

COSTS

CONSULTANT shall perform the scope of work on a time-and-materials basis, not to exceed \$43,194. All costs are itemized in the Table below and are summarized as follows:

Item	Description	Cost
1.	Planning and Preparation	\$2,422
2.	Air Monitoring and Site Work Observations	37,992
3.	Project Completion Documents	<u>2,780</u>
Total Cost		<u>\$43,194</u>

Task	Description	Units	Cost	Subtotal	Total
<b>1</b>	<b>Planning and Preparation</b>				<b>\$2,422.00</b>
	Senior Principal	6 hr	\$175.00	\$1,050.00	
	Project Geologist	12 hr	\$110.00	\$1,320.00	
	Mileage	80 ea	\$0.65	\$52.00	
<b>2</b>	<b>Air Monitoring and Site Work Observations</b>				<b>\$37,992.00</b>
	Senior Principal	20 hr	\$175.00	\$3,500.00	
	Project Geologist	220 hr	\$110.00	\$24,200.00	
	Arsenic - air, NIOSH 7300, EMCE filter, cassette, 24 hour	60 ea	\$95.00	\$5,700.00	
	Overnight shipping	20 ea	\$20.00	\$400.00	
	Dust meters, shipping (3 meters)	4 wk	\$330.00	\$1,320.00	
	Air pumps (3), blue low flow pump	4 wk	\$110.00	\$440.00	
	Weather station	4 wk	\$275.00	\$1,100.00	
	Mileage	128 mile	\$0.65	\$832.00	
		0			
	Daily Consumables	20 ea	\$25.00	\$500.00	
<b>3</b>	<b>Document Preparation and Submittal</b>				<b>\$2,780.00</b>
	Senior Principal	4 hr	\$175.00	\$700.00	
	Senior Geologist	16 hr	\$130.00	\$2,080.00	
<b>TOTAL COST</b>					<b>\$43,194.00</b>

\*Additional Rates attached as Attachment 1 to this Exhibit.

## Attachment 1 to Exhibit B

## Additional Rates

<b>Soil and Water</b>					
Unit #		Rate	Unit #		Rate
1	Hand-auger and Soil Sampler	\$30/day	30	Aquifer Data Logger (8-channel)	\$120/day
2	Line/Cable Locator	\$75/day	31	Dissolved Oxygen Meter	\$40/day
3	Metal Detector	\$10/day	38	ORP/pH/Temp Meter	\$30/day
5	Portable Generator	\$50/day	67	Solinst Levelogger® System (4 Leveloggers/1 Barologger)	\$100/day
7	Demolition Hammer	\$50/day	68	Solinst Levelogger® System (4 Leveloggers/1 Barologger)	\$400/week
8	Brass Rings	\$6 each	69	Solinst Levelogger® System (4 Leveloggers/1 Barologger)	\$1,200/month
13	Disposable Bailer	\$10 each	101	En Core® Sampler	\$10 each
14	Conductivity/pH/Temp/TDS/ORP Monitor	\$30/day	102	Passive Skimmer/Oil Trap	\$20/month
15	Water-level Indicator	\$30/day	103	Air Compressor	\$85/day
16	Level or Transit and Rod	\$40/day	104	Stainless Steel Rings	\$10 each
18	Submersible Pump	\$50/day	105	DC Purging Pump	\$20/day
19	Interface Probe	\$45/day	106	Portable Hach® Colorimeter	\$50/day
21	Turbidity Meter	\$20/day			
<b>Air and Gas</b>					
Unit #		Rate	Unit #		Rate
50	Draeger Tubes	\$10 each	54	Vapor Probes	\$10 each
51	Magnehelic Gauge	\$10/day	55	Flame-ionization Detector	\$150/day
52	Photo-ionization Detector (PID)	\$100/day	155	Flame-ionization Detector	\$500/week
152	Photo-ionization Detector (PID)	\$350/week	56	Tedlar Bags	\$12 each
53	Pitot Tubes	\$10/day			
<b>Monitoring Well Installation Materials</b>					
Unit #		Rate	Unit #		Rate
60	55-Gallon DOT-Approved Drum	\$45 each	64	Well Box (8-inch)	\$80 each
61	2-inch Locking Well Cap	\$20 each	65	Asphalt Patch	\$15/boring
62	4-inch Locking Well Cap	\$25 each	66	Well Box (12-inch)	\$105 each
63	Concrete (90-lb. bag)	\$10 each			
<b>Health and Safety Equipment</b>					
Unit #		Rate	Unit #		Rate
70	Tyvek Suit, steel-toed Boots	\$10/day/person	72	Level B Protection	\$100/day/person
71	Level C Protection (incl. respirator and face shield)	\$30/day/person			
<b>Vehicles</b>					
Unit #		Rate	Unit #		Rate
90	Car Mileage	\$0.45/mile	91	Van/Truck Mileage	\$0.50/mile
92	Heavy-duty Truck	\$60/day	93	Heavy-duty Truck Mileage	\$0.60/mile

Attachment 1 to Exhibit B Continued

## Additional Rates

**Miscellaneous**

Unit #		Rate	Unit #		Rate
6	Video Camera	\$55/day	73	D-Size Blue Line Print	\$1.25 each
10	Padlock, #3 or #7	\$10 each	26	Disposable Camera	\$12 each
11	35mm Film (Process & Print Extra)	\$6 each	41	250-gallon Double-walled Storage Tank	\$125/month
40	Small Consumables (incl. gloves, water, rope, tape, twine, pens, bottles, paint, warning tape, distilled water, etc.)	\$25/day	115	Cut-off Saw	\$100/day

**AMENDMENT NO. 1:**

CONSULTANT proposes to undertake the scope of work described in Exhibit A on a time-and-materials basis, not to exceed \$38,879. All costs are itemized in the attached Table and are summarized below.

Item	Description	Cost Not to Exceed
4.	Planning and Preparation	\$1,049
5.	Air Monitoring and Site Work Observations	35,050
6.	Project Completion Documents	2,780
	Total Cost	\$38,879

Task	Description	Units	Cost	Subtotal	Total
<b>1</b>	<b>Planning and Preparation</b>				<b>\$1,049.00</b>
	Senior Principal	2 hr	\$175.00	\$350.00	
	Project Geologist	6 hr	\$110.00	\$660.00	
	Mileage	60 ea	\$0.65	\$39.00	
<b>2</b>	<b>Air Monitoring and Site Work Observations</b>				<b>\$35,050.00</b>
	Senior Principal	10 hr	\$175.00	\$1,750.00	
	Project Geologist	200 hr	\$110.00	\$22,000.00	
	Arsenic - air, NIOSH 7300, EMCE filter, cassette, 24 hour	60 ea	\$95.00	\$5,700.00	
	Overnight shipping	20 ea	\$16.00	\$320.00	
	Dust meters, (3 meters)	4 wk	\$648.00	\$2,592.00	
	Air pumps (3), blue low flow pump and one controller	4 wk	\$257.00	\$1,028.00	
	Weather station	4 wk	\$95.00	\$380.00	
	Mileage	1200 mile	\$0.65	\$780.00	
	Daily Consumables	20 ea	\$25.00	\$500.00	
<b>3</b>	<b>Document Preparation and Submittal</b>				<b>\$2,780.00</b>
	Senior Principal	4 hr	\$175.00	\$700.00	
	Senior Geologist	16 hr	\$130.00	\$2,080.00	
	<b>TOTAL COST</b>				<b>\$38,879.00</b>

# **ATTACHMENT 2**

AGREEMENT NO.

311-16

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
LINDMARK ENGINEERING TO PROVIDE ENVIRONMENTAL  
SERVICES TO INCLUDE A HAZWOPER 40-HOUR TRAINED  
PROFESSIONAL, AIR AND WEATHER STATION MONITORING  
SERVICES FOR MAINTENANCE WORK AT PARCELS 12 AND  
13

NAME OF CONSULTANT: Lindmark Engineering

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Ulf Lindmark, PE, BCEE, Senior Principal

CONSULTANT'S ADDRESS: 2625 Townsgate Road, Suite 330  
Westlake Village, CA 91361

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David Yelton, Deputy Building Official

COMMENCEMENT DATE: July 5, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$43,194 as detailed in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
LINDMARK ENGINEERING TO PROVIDE ENVIRONMENTAL  
SERVICES TO INCLUDE A HAZWOPER 40-HOUR TRAINED  
PROFESSIONAL, AIR AND WEATHER STATION MONITORING  
SERVICES FOR MAINTENANCE WORK AT PARCELS 12 AND  
13

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

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, Scope of Work, attached hereto and incorporated herein for environmental services for the proposed maintenance work at Parcels 12 & 13, south of North Santa Monica Boulevard and between Alden Drive and Doheny Drive..

B. CONSULTANT has represented to CITY that it is knowledgeable, skilled, experienced and fully qualified and able to provide the services described herein and to perform such assessment, investigation and analysis contemplated by this agreement in accordance with good industry practices of environmental engineers, geologists and professionals.

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 written receipt of a 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.

(a) Compensation

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.

(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 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

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-consultants 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 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 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 three 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. 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 18. 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 19. 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 20. 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 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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 1st day of August 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

  
\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

CONSULTANT: LINDMARK ENGINEERING.

  
\_\_\_\_\_  
ULF LINDMARK, PE, BCEE  
Senior Principal

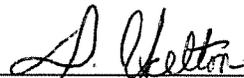
[Signatures continue]

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
SUSAN HEALY KEENE AICP  
Director Community Development

  
\_\_\_\_\_  
DAVID YELTON  
Deputy Building Official

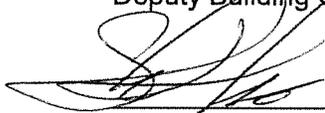
  
\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Interim Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall provide the following environmental services in connection with the proposed maintenance work at Parcels 12 and 13, south of North Santa Monica Boulevard (NSMB) and between Alden Drive and Doheny Drive (site).

I. Project Understanding

The site consists of two vacant lots 12 and 13 which comprise the five parcels 4342-015-038; 4342-015-039; 4342-015-040 and 4342-015-041, including the "island" property adjacent to and just west of Doheny Drive. The site majority owner is the Beverly Hills Land Company (BHLC), which will be responsible for trimming all existing hedges, shrubs and plants, and cut weeds at the site and abutting CITY right of way. That scope of work includes trimming the hedges, shrubs, and plants, and weeds will be cut so that they do not extend through the fences. Based on the scope of work provided by the BHLC, dust potentially could be generated during surficial trash collection, vegetation debris collection, weeding, edging, pruning, tree trimming, leaf removal and sprinkler repair.

Based on CONSULTANT's review of the proposed scope of work contained in a draft agreement which will be approved by the Department of Toxic Substances and Control (DTSC), CONSULTANT understands that the site work will not involve any soil removal and no vegetation will be removed from the soil. Furthermore, fence posts will be cut above the existing ground and ends capped.

Previous site assessments performed have found arsenic concentrations in soil above normal background for California soils with a maximum concentration of 996 mg/kg. Given the known site conditions and potential for dust generation, CONSULTANT proposes to conduct dust monitoring at the site, including air monitoring for total arsenic concentrations, and observations of site work.

II. CONSULTANT's Scope of Work

The proposed scope of work includes the tasks described below:

(a) Task 1 – Planning and Preparation

Pre-Project Communication

CONSULTANT shall communicate with a CITY designated project manager and attend any required meetings prior to the commencement of field work.

Health and Safety Plan Preparation

CONSULTANT shall prepare a site-specific health and safety plan that will be implemented per OSHA requirements (29 CFR 1910.120) and will be used by CONSULTANT's field personnel. All on-site CONSULTANT environmental professionals shall have valid 40-hr HAZWOPER training.

(b) Task 2 – Air Monitoring and Site Work Observations

CONSULTANT shall observe the site activities performed by BHLC's landscape contractor for the duration of the project (assumed to be 20 days).

The proposed air monitoring will include one weather station to monitor ambient weather conditions (wind speed, wind direction, and relative humidity) and three monitoring locations for total dust and arsenic. Total dust will be continuously monitored with MIE Model 1000 personal dust monitors. The ambient arsenic levels will be monitored daily with low-flow sampling pumps and 37 mm MCE cartridges analyzed utilizing NIOSH Method 7300, however if the initial week of arsenic dust monitoring indicate minimal concerns, CONSULTANT may recommend to discontinue the arsenic monitoring in consultation with CITY. In any event, the total dust monitoring will continue through the end of the project.

The three monitoring stations for dust and arsenic will be positioned at locations upwind, within the work area and downwind of the work areas. CONSULTANT shall monitor the weather station and monitoring locations approximately every 15 minutes during site work. If, during site work, dust levels are recorded greater than 50 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ), CONSULTANT shall immediately notify the on-site field manager and dust suppression methods (e.g., water misting, covering soil stockpiles, loading smaller loads, etc.) must be implemented by BHLC contractors to reduce the dust levels below 50  $\mu\text{g}/\text{m}^3$ .

CONSULTANT shall prepare daily field reports during the project. The field reports shall include field observations, meeting notes, personnel on-site, equipment arrival and departure time, work hours, and any other vital project information pursuant to the project. Additionally, CONSULTANT shall maintain a photo log to visually document project implementation activities at the site. Finally, CONSULTANT shall mark the locations of daily site work on a map.

(c) Task 3 – Project Completion Document

CONSULTANT shall prepare a project completion document in a letter form that shall include the following documents:

- Air monitoring data;
- Daily field reports;
- Site map identifying daily work areas;
- Analytical data and chain-of-custody documents; and
- Photographs.

III. Assumptions

The following are assumptions and exclusions for this scope of work:

- The site work will be completed in 20 days.
- The workdays are based on a standard 8-hour day from Monday through Friday.

- A written cost amendment may be required for unexpected project delays from the landscaping contractor or unexpected site conditions.
- CONSULTANT shall not provide construction management activities, but CONSULTANT's services will be limited to environmental monitoring and observations of site work that may generate dust.
- The BHLC and its landscaping contractor are responsible for providing any required personal protective equipment for their own employees.
- CONSULTANT is assuming that one environmental professional will be able to perform the daily monitoring and that three monitoring stations will suffice. This will require that the landscaping contractor assigns all workers that may generate dust to the same general area in any given day. If the work is spread out over a larger area, additional monitoring personnel and equipment will be required which are not included in the budget.

#### IV. Project Schedule

CONSULTANT anticipates the following schedule to complete the proposed scope of work after receiving written authorization to proceed (cumulative weeks):

1. Planning and Preparation	0-2 weeks
2. Air Monitoring and Site Work Observations	3-6 weeks
3. Project Completion Documents	7-8 weeks

CONSULTANT expects to complete the project in eight weeks.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

COSTS

CONSULTANT shall perform the scope of work on a time-and-materials basis, not to exceed \$43,194. All costs are itemized in the Table below and are summarized as follows:

Item	Description	Cost
1.	Planning and Preparation	\$2,422
2.	Air Monitoring and Site Work Observations	37,992
3.	Project Completion Documents	<u>2,780</u>
Total Cost		\$43,194

Task	Description	Units	Cost	Subtotal	Total
<b>1</b>	<b>Planning and Preparation</b>				<b>\$2,422.00</b>
	Senior Principal	6 hr	\$175.00	\$1,050.00	
	Project Geologist	12 hr	\$110.00	\$1,320.00	
	Mileage	80 ea	\$0.65	\$52.00	
<b>2</b>	<b>Air Monitoring and Site Work Observations</b>				<b>\$37,992.00</b>
	Senior Principal	20 hr	\$175.00	\$3,500.00	
	Project Geologist	220 hr	\$110.00	\$24,200.00	
	Arsenic - air, NIOSH 7300, EMCE filter, cassette, 24 hour	60 ea	\$95.00	\$5,700.00	
	Overnight shipping	20 ea	\$20.00	\$400.00	
	Dust meters, shipping (3 meters)	4 wk	\$330.00	\$1,320.00	
	Air pumps (3), blue low flow pump	4 wk	\$110.00	\$440.00	
	Weather station	4 wk	\$275.00	\$1,100.00	
	Mileage	128 0 mile	\$0.65	\$832.00	
	Daily Consumables	20 ea	\$25.00	\$500.00	
<b>3</b>	<b>Document Preparation and Submittal</b>				<b>\$2,780.00</b>
	Senior Principal	4 hr	\$175.00	\$700.00	
	Senior Geologist	16 hr	\$130.00	\$2,080.00	
<b>TOTAL COST</b>					<b>\$43,194.00</b>

\*Additional Rates attached as Attachment 1 to this Exhibit.

## Attachment 1 to Exhibit B

## Additional Rates

<b>Soil and Water</b>					
Unit #		Rate	Unit #		Rate
1	Hand-auger and Soil Sampler	\$30/day	30	Aquifer Data Logger (8-channel)	\$120/day
2	Line/Cable Locator	\$75/day	31	Dissolved Oxygen Meter	\$40/day
3	Metal Detector	\$10/day	38	ORP/pH/Temp Meter	\$30/day
5	Portable Generator	\$50/day	67	Solinst Levellogger® System (4 Levelloggers/1 Barologger)	\$100/day
7	Demolition Hammer	\$50/day	68	Solinst Levellogger® System (4 Levelloggers/1 Barologger)	\$400/week
8	Brass Rings	\$6 each	69	Solinst Levellogger® System (4 Levelloggers/1 Barologger)	\$1,200/month
13	Disposable Bailer	\$10 each	101	En Core® Sampler	\$10 each
14	Conductivity/pH/Temp/TDS/ORP Monitor	\$30/day	102	Passive Skimmer/Oil Trap	\$20/month
15	Water-level Indicator	\$30/day	103	Air Compressor	\$85/day
16	Level or Transit and Rod	\$40/day	104	Stainless Steel Rings	\$10 each
18	Submersible Pump	\$50/day	105	DC Purging Pump	\$20/day
19	Interface Probe	\$45/day	106	Portable Hach® Colorimeter	\$50/day
21	Turbidity Meter	\$20/day			
<b>Air and Gas</b>					
Unit #		Rate	Unit #		Rate
50	Draeger Tubes	\$10 each	54	Vapor Probes	\$10 each
51	Magnehelic Gauge	\$10/day	55	Flame-ionization Detector	\$150/day
52	Photo-ionization Detector (PID)	\$100/day	155	Flame-ionization Detector	\$500/week
152	Photo-ionization Detector (PID)	\$350/week	56	Tedlar Bags	\$12 each
53	Pitot Tubes	\$10/day			
<b>Monitoring Well Installation Materials</b>					
Unit #		Rate	Unit #		Rate
60	55-Gallon DOT-Approved Drum	\$45 each	64	Well Box (8-inch)	\$80 each
61	2-inch Locking Well Cap	\$20 each	65	Asphalt Patch	\$15/boring
62	4-inch Locking Well Cap	\$25 each	66	Well Box (12-inch)	\$105 each
63	Concrete (90-lb. bag)	\$10 each			
<b>Health and Safety Equipment</b>					
Unit #		Rate	Unit #		Rate
70	Tyvek Suit, steel-toed Boots	\$10/day/person	72	Level B Protection	\$100/day/person
71	Level C Protection (incl respirator and face shield)	\$30/day/person			
<b>Vehicles</b>					
Unit #		Rate	Unit #		Rate
90	Car Mileage	\$0.45/mile	91	Van/Truck Mileage	\$0.50/mile
92	Heavy-duty Truck	\$60/day	93	Heavy-duty Truck Mileage	\$0.60/mile

Attachment 1 to Exhibit B Continued

Additional Rates

<b>Miscellaneous</b>					
Unit #		Rate	Unit #		Rate
6	Video Camera	\$55/day	73	D-Size Blue Line Print	\$1.25 each
10	Padlock, #3 or #7	\$10 each	26	Disposable Camera	\$12 each
11	35mm Film (Process & Print Extra)	\$6 each	41	250-gallon Double-walled Storage Tank	\$125/month
40	Small Consumables (incl gloves, water, rope, tape, twine, pens, bottles, paint, warning tape, distilled water, etc.)	\$25/day	115	Cut-off Saw	\$100/day



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> 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"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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: \_\_\_\_\_