



## AGENDA REPORT

**Meeting Date:** October 2, 2007  
**Item Number:** F-13  
**To:** Honorable Mayor & City Council  
**From:** Alan Schneider, Director of Project Administration  
**Subject:** AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CREATIVE PROJECT MANAGERS, INC. FOR DISASSEMBLY, RELOCATION AND INSTALLATION SERVICES FROM CITY HALL TO MODULAR BUILDINGS LOCATED AT 9357 THIRD STREET  
  
AND APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$70,000 TO CREATIVE PROJECT MANAGERS, INC. FOR THE SERVICES  
  
**Attachments:** Agreement

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### **RECOMMENDATION**

It is recommended that the City Council approve the agreement with Creative Project Managers, Inc., in the amount of \$64,000 and approve a contingency of \$6,000 for the move from the City Hall Ground Floor to the leased modular buildings on Third Street and to 336 Foothill Road.

### **INTRODUCTION**

In conjunction with the award of the construction contract for the proposed City Hall Ground Floor Remodel (i.e. Customer Service Center) to be submitted for approval by the City Council on October 2, 2007; the proposed agreement for relocation services is presented. During remodeling of the ground floor, staff is to be temporarily relocated to modular buildings located on the former Transfer Station site on Third Street, which will also contain a public counter for most customer needs. These modular buildings have been delivered and installed, ready for occupancy.

Certain storage files and materials not needed for daily operation will be relocated for the duration of the modular building occupancy to the City-owned building at 336 Foothill Road (previously leased to Virgin Records).

This agreement provides services to move the staff and their furnishings and materials from City Hall to the modular buildings and to 336 Foothill Road. Included in the services are the disassembly of the public counters and cubicles, and removal of cubicle cabling and power. It also includes moving the cubicles, furniture, boxes and computers,

and reassembly of all components in the modular buildings, and relocate certain storage items where directed.

The relocation plan that has been developed by staff recommends a move over five days, beginning the evening of Tuesday, October 16<sup>th</sup> and completed with the public counter in service in the modular buildings by Monday morning October 22<sup>nd</sup>. During the move, customer services will be provided at a temporary counter in City Hall Room G30.

**DISCUSSION**

Staff and Stegeman and Kastner, a project management consultant to the City, met with several moving companies in conjunction with the issuance of a Request For Proposal. Emphasis was placed on the ability to meet the tight time constraints and experience in dismantling and reassembling cubicles, cost, and the capability to provide and be responsible for certain additional services.

The cost proposals received were as follows:

Transamerica Moving, Inc.	\$39,999
Creative Project Managers, Inc.	\$49,950
Beverly Hills Moving Co.	\$63,901

After a series of discussions, including the input of our consultant, the firm of Creative Project Managers, Inc. (CPM) is staff's recommendation to provide the relocation services. This recommendation is based primarily on their demonstrated experience and skill in similar moves under similar conditions and the availability of resources to provide the needed services. CPM has vast experience with complex relocation of facilities for UCLA and other public agencies. Although their cost is higher than the lowest proposer, the resources available to CPM is critical to the success of this project recognizing the existing furniture system is almost 20 years old and they can supply parts and materials as needed during the move.

Of further consideration to engage CPM is their ability to provide additional services to relocate the public counters and cabinets. The additional cost for these services plus specialized packing of electronics that were not included in the RFP is \$14,050 for a total of \$64,000. A contingency of \$6,000 is recommended to cover unforeseen circumstances during the move for a total not to exceed amount of \$70,000.

The agreement also includes a liquidated damages provision to emphasize the critical nature of these services to be performed as required within the designated timeframe.

**FISCAL IMPACT**

Funding for this contract work has been allocated from the FY 07-08 Capital Improvement Program budget, project #0851.

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CREATIVE PROJECT MANAGERS, INC. FOR DISASSEMBLY,  
RELOCATION AND INSTALLATION SERVICES FROM CITY HALL  
TO MODULAR BUILDINGS LOCATED AT 9357 THIRD STREET

NAME OF VENDOR	Creative Project Managers, Inc.
VENDOR'S DESIGNATED REPRESENTATIVE & ADDRESS	Phillip Sapon, Project Manager Creative Project Managers, Inc. 23679 Calabasas Road Calabasas, CA 91302
CITY'S DESIGNATED REPRESENTATIVE & ADDRESS	Alan Schneider, Director of Project Administration City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210
COMMENCEMENT DATE	Upon receipt of a Notice to Proceed, but no later than October 16, 2007 unless directed by CITY
COMPLETION DATE	Upon final acceptance of the Project by the City Council, but shall not extend beyond November 15, 2007
COMPENSATION	Fee for services not to exceed \$64,000 as described in Exhibit B-1  Contingency not to exceed \$6,000 as described in Exhibit B-1  Total Fee for services and contingency shall not to exceed \$70,000.
LIQUIDATED DAMAGES	Liquidated damages of \$1,000 per day as described in Section 27.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CREATIVE PROJECT MANAGERS, INC. FOR DISASSEMBLY,  
RELOCATION AND INSTALLATION SERVICES FROM CITY HALL  
TO MODULAR BUILDINGS LOCATED AT 9357 THIRD STREET

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Creative Project Managers, Inc. (hereinafter called "VENDOR").

RECITALS

A. CITY intends to remodel the ground floor of City Hall. In order to facilitate the construction it intends to relocate the staff to leased modular buildings at 9357 Third Street and certain other items to 936 Foothill Road

B. CITY desires to obtain the services of a qualified cubicle, furniture systems, and furniture mover ("services") to provide take apart, move, and reassemble services of cubicles, furniture, equipment, computers, and other goods.

C. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR 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.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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 5. Assignment. VENDOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principals.

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

Section 7. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement.

Section 8. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. A corresponding equitable change in the Consideration of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing..

Section 9. Interests of VENDOR. VENDOR 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 VENDOR.

Section 10. Insurance.

(a) VENDOR 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 VENDOR.

(b) VENDOR 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 VENDOR in performing the services required by this Agreement.

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

(d) VENDOR 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) VENDOR 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 VENDOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement 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.

(h) The insurance provided by VENDOR 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, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 11. Indemnification. VENDOR 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 VENDOR or any person employed by VENDOR in the performance of this Agreement.

#### Section 12. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money

paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 13. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 14. 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. VENDOR will be required to pay to all persons employed on the project by VENDOR 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 15. 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. VENDOR expressly agrees to comply with CITY's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. VENDOR 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 16. Standard Specifications. In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done 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." The provisions of these General Specifications shall apply and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

Section 17. Compliance with Labor Laws. VENDOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. VENDOR 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 18. 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 VENDOR's sole expense.

Section 19. Licenses and Permits. Except as provided herein below, VENDOR 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 20. 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, VENDOR 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 VENDOR, without further acknowledgment by the parties.

Section 21. 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) VENDOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

(i) Material that VENDOR 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.

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

(iii) 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 VENDOR'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 CITY and VENDOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in VENDOR's cost of, or time required for, performance of any part of the work, VENDOR 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. VENDOR 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 22. 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, VENDOR shall obtain the written approval of 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 City Hall staff or patrons. The operations of City Hall will remain open throughout the construction period.

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

(d) VENDOR 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 VENDOR. VENDOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of CITY's representative, with a qualified, competent replacement acceptable to CITY's representative.

(e) VENDOR shall submit schedule information to 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 VENDOR as the work progresses. CITY may elect if required, upon written notice to VENDOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 23. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 25. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 26. Liquidated Damages. CITY provides essential services to the public from the departments and the public counter that are being moved from City Hall as described in Exhibit A. Both parties recognize that it is difficult to quantify the damages if the move and the contracted services are not completed as required by the Agreement. The result would be that CITY could not be able to provide the required services in an efficient manner. VENDOR understands that time is of the essence and failure to complete the services as required by the Agreement may result in CITY, in its sole discretion, imposing liquidated damages of \$1,000 per day on VENDOR.

Section 27. 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.

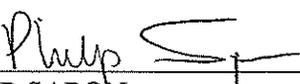
EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_\_, at Beverly Hills, California.

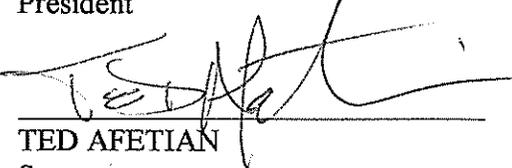
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

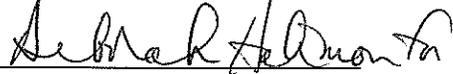
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

VENDOR: CREATIVE PROJECT MANAGERS,  
INC.   
\_\_\_\_\_  
PHILIP SAPON  
President

  
\_\_\_\_\_  
TED AFETIAN  
Secretary

[Signatures continue]

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
DAVID GUSTAVSON  
Director of Public Works and Transportation

  
\_\_\_\_\_  
ALAN SCHNEIDER  
Director of Project Administration

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

#### **Project Information**

The intent of this Agreement is to engage VENDOR to disassemble the cubicles, furniture systems, and built-in furniture in City Hall, move those items, boxes packed by others, and loose furniture to the modular buildings, and assemble hook up the cubicles, furniture systems, and furniture. In addition, certain designated boxes, files and cabinets are to be moved from City Hall and set up in the Virgin Records building located at 336 Foothill Road.

#### **Scope**

VENDOR shall provide all materials, necessary equipment, and skilled labor to provide and perform the following scope. VENDOR guarantees that the work shall be performed in accordance to the drawings and specifications prepared by RTK, CITY's architect, and direction provided by Stegeman & Kastner, CITY's consultant. VENDOR shall have at all times management on site familiar with the project and with authority to direct its staff. In addition, VENDOR agrees to comply with all required regulations and safety procedures, and provide its services to CITY's full satisfaction.

1. Relocate storage items, as identified by CITY to the Virgin Records building. This will include, but is not limited to, the items in the existing Engineering and Planning storage rooms, and certain art work. These moves shall occur prior to the move to the trailers
2. Disassemble the existing City Hall ground floor furniture panel system per dwg A-1.9.1 and reassemble, including power, to all stations per dwg FE-1. Due to the age of the furniture system and power, in some cases, the power supply may not be available within the panel. Using surge protectors is acceptable in these circumstances. All data cable to be coiled labeled and given to IT staff.
3. Provide packing boxes for all items except for contents located inside the cubicles and offices. Provide wooden crates with protective packing material for all electronic equipment including but not limited to computers, faxes, scanners and plotters.
4. Relocate all packed contents, including private offices and free standing furniture as shown on dwg. FE-2. Pack drawings in special boxes such that drawings are not damaged. Provide all packing, labeling for all items in all areas. Provide labels for all items in all areas.
5. Disassemble the existing City Hall ground floor built-in counters, backboards, plan files and other custom furniture and reassemble including fabrication of missing or needed components as shown on FE-1, FE-2 and as necessary for storage at the Virgin Records building.
6. Relocate all computers, phones and electrical equipment. All electronic equipment to be packed in secure boxes and protected from damage.
7. Meet with CITY members as required to coordinate the move including, but not limited to, meeting with CITY Representatives to review best practices for labeling, organizing and moving information.
8. Disassemble, relocate, re-configure and reassemble all built-in furniture per dwg A1.9.1.
9. Provide all electrical work to power cubicles. Work shall be performed by licensed electricians.

10. Provide seismic bracing and backing support for all cabinets, as required.

**Schedule**

VENDOR shall perform all services in accordance with the performance schedule set forth in Exhibit A-1, attached hereto and incorporated herein.

**EXHIBIT A-1**  
**PERFORMANCE SCHEDULE**

Moves shall be made according to the following pre-described schedule. VENDOR recognizes that there are numerous entities and schedules tightly coordinated over a short period. Its failure to perform will result in delays and additional expenses to others, and jeopardize the success of the project.

The move to the trailer shall begin on Tuesday evening; Oct. 16, 2007 and shall be completed by Saturday October 20, 2007. All furniture systems and built in furniture (including necessary millwork) shall be installed complete and ready for operation (including power) at the completion of the move on Saturday October 20, 2007. VENDOR shall work with CITY on Sunday, October 21, 2007 on punch list items and with occupants of the trailer on Monday Oct. 22, 2007 to ensure that everything is in its designated location and working properly.

Notwithstanding the above, CITY has the option, at its sole discretion, to change the dates of the move if warranted circumstances arise.

EXHIBIT B-1  
**COMPENSATION**

CITY shall compensate VENDOR for the satisfactory performance of services described in this Agreement an amount not to exceed Sixty Four Thousand Dollars (\$64,000).

CITY, at its sole discretion, may authorize additional work for services not included in the scope described herein. This Contingency shall not exceed Six Thousand Dollars (\$6,000). Compensation shall be by negotiated lump sum determined by the current prevailing wages if the authorized work is on an hourly basis.

Total Fee for services and contingency shall not to exceed \$70,000.

EXHIBIT B-2  
**SCHEDULE OF PAYMENT**

VENDOR shall provide CITY with monthly invoices that shall describe the services performed in the previous month in detail, and shall request payment be made in proportion of the total services required. CITY shall pay invoices within forty five days (45) days.



## 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	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

EXHIBIT C