



**CITY OF BEVERLY HILLS  
REQUEST FOR PROPOSAL 20-350-02  
NOTICE OF INVITATION FOR SUBMISSION OF PROPOSALS FOR  
FIRE HYDRANT TESTING AND DATA COLLECTION**

**Please respond no later than January 30, 2020 at 2:00 pm to the  
City Clerk's Office  
City of Beverly Hills  
455 N Rexford Drive, Room 290  
Beverly Hills, CA 90210**

The following should be clearly marked on the outside of the package  
"REQUEST FOR PROPOSAL FOR FIRE HYDRANT TESTING AND DATE COLLECTION-20-350-  
02"

Sealed bids are requested on the list of services set forth herein, subject to all conditions outlined in the Bid Document, including:

<b>SECTION I:</b>	<b>INTRODUCTION</b>
<b>SECTION II:</b>	<b>PROCEDURES</b>
<b>SECTION III:</b>	<b>SUBMISSION REQUIREMENTS</b>
<b>SECTION IV:</b>	<b>PREVAILING WAGES</b>
<b>SECTION V:</b>	<b>SELECTION PROCESS</b>
<b>SECTION VI:</b>	<b>ANTICIPATED SCHEDULE</b>
<b>ATTACHMENT A:</b>	<b>FIRE HYDRANT TESTING MAP</b>
<b>ATTACHMENT B:</b>	<b>SAMPLE CAPACITY TEST REPORT</b>
<b>ATTACHMENT C:</b>	<b>SAMPLE CONTRACT</b>

## **I. INTRODUCTION**

The City of Beverly Hills is seeking a qualified firm to be responsible for the routine fire flow testing of the approximately 1,372 total fire hydrants within the City's boundaries and the distribution area of the City of West Hollywood that is served by the City of Beverly Hills, as seen in the Water System Fire Hydrants Map (Attachment A). In 2019, the City completed fire flow testing of 255 hydrants of the total fire hydrants in our system. The City of Beverly Hills' goal is to complete fire flow testing for the remaining 1,117 hydrants in our service area from calendar year 2020 through 2022, in accordance with Table 1 (Page 5). The qualified firm will be required to complete fire flow testing to determine the current availability of water supply in all areas of the City for fire suppression. The information derived from these tests will be recorded and maintained to be compatible with the City's Geographical Information System (GIS). Currently, there are approximately 290 fire hydrants that require fire flow testing in the designated area (Area 3) for 2020.

## **II. PROCEDURES**

### **A. General Guidelines for Testing and Flushing**

1. Hydrant flow testing shall be performed in accordance with the American Water Works Association (AWWA) manual M-17, Chapter 6, the State of California Department of Public Health's work standards for the City's Distribution System, the Regional Water Quality Control Board's regulations for discharges (for example de-chlorination), and all Federal and State Safety Standards.
2. The City shall be notified prior to the commencement of any flushing or testing procedures of the fire hydrants, three weeks in advance. The anticipated location and duration of such activity should be given. The City shall also be notified upon completion of such activities.
3. Care shall be taken to reduce discharge to minimize water loss. Water loss shall be monitored and documented. For the discharge that occurs, care shall be taken to reduce as much as possible, the potential damage and inconvenience caused by hydrant discharge. Flush elbows or diffusers shall be used to reduce the velocity and/or pressure of the discharge stream. Any loose debris left by hydrant discharge shall be swept or cleared from roads, streets, and driveways.
4. Proper de-chlorination methods for the discharge shall be utilized to meet the City's National Pollutant Discharge Elimination System (NPDES Permit).

5. Whenever operating hydrant valves, care shall be taken to open and close the valves slowly to reduce, as much as possible, the effects of water hammer on the distribution system.
6. Whenever a hydrant is opened, it should be flowed until the water runs clear.
7. The Public Works Department shall be notified by the Contractor daily if any visual deficiencies are noticed (i.e. broken hydrant valves, miscellaneous touch-up paint, nuts/bolts in need of repair, etc.).

## **B. Flow Testing Procedure**

1. Fire flow tests shall be conducted in accordance with the procedure outlined in AWWA M-17, Chapter 6.
2. At a minimum, the following details shall be provided:
  - i. The Hydrant's Collection Map & Hydrant Location Index List.
  - ii. Fire hydrant nozzle size used for each test.
  - iii. Pressure zone.
  - iv. Size of hydrant.
  - v. Water main size.
  - vi. Pitot reading.
  - vii. Residual Pressure (Any incidents of residual pressure below 30 psi shall be brought to the attention of the City immediately).
  - viii. Static Pressure.
  - ix. Flow rate in gallons per minute (gpm).
  - x. Flow and residual hydrant numbers.
  - xi. Flow and residual hydrant address and location.
  - xii. Minutes flowed- The amount of time it takes to flush each fire hydrant
  - xiii. An estimate of the water used (in gallons) during the operation of each fire hydrant (water loss).
  - xiv. The date and time tested and identifying information for the technicians operating the fire hydrant.
  - xv. Hydrants that are in need of repair, painting, color coding, or have operational defects shall be noted on a separate report.
  - xvi. Ensure that all hydrant caps are in place. If caps are missing, they are to be replaced. These will be provided by the City.
  - xvii. Available flow at 20 psi in GPM; Calculations are to be provided for each hydrant.
3. Energy Dissipation
  - i. Fire hose and deflection tubes are utilized, as required, to direct flushing water away from traffic, pedestrians, underground utility vaults, and private property.
4. Fire Hydrant Closure, Drainage and Leakage
  - i. After the fire hydrant has been flowed, the firm will verify that the hydrant is seated and is draining properly.
  - ii. The firm will also check the fire hydrant with a FCS, S30, L-MIC electronic listening device or approved equal to ensure that the hydrant is not leaking.

## **C. Fire Hydrant Testing Records**

The selected contractor shall be responsible for maintaining and updating the appropriate fire hydrant testing records on the forms shown at the end of AWWA M-17, Chapter 5. Upon completion of each week's fire hydrant flow testing, the updated Fire Hydrant Master Record, Hydrant Maintenance Report, Hydrant Inspection Report, Flow Test Report, and Hydrant Test form (see Attachment B- Sample Capacity Test Report) for each hydrant inspected and tested shall be submitted in electronic format to the City of Beverly Hills Public Works Department so that it is compatible with the City's GIS and Infor Asset Management System. The data from flow tests shall be recorded on the Flow Test Report, Hydrant Test Form, and Master Hydrant List. Any maintenance items and/or issues identified on the hydrant shall be recorded on the space provided on the Fire Hydrant Master Record and Hydrant Maintenance Report, along with the date the maintenance issue was identified. The selected contractor shall print a copy of each form and retain these in his file. The master fire hydrant list of the Street/Hydrant Map Books will be updated instantaneously from this information.

**D. Other Requirements**

1. Contractor shall have an online web-based and/or cloud-based database where hydrant information is uploaded, including testing data. Benefits to such database include live data collected in the field and ease of use for customers. The City shall have continued access to the online database including any software licenses.

**E. Work Schedule**

1. Working hours in the City of Beverly Hills are from 8:00 a.m.-5:00 p.m.
2. No work shall be conducted on the following Holidays:
  - i. New Year's Day
  - ii. Martin Luther King Day
  - iii. President's Day
  - iv. Memorial Day
  - v. Independence Day
  - vi. Labor Day
  - vii. Rosh Hashanah (observe three days)
  - viii. Yom Kippur (observe two days)
  - ix. Thanksgiving Day
  - x. Christmas Day
3. Weekend and evening work requires special permitting.

**F. City Staff Duties**

City staff will conduct the following duties in preparation for the fire flow testing:

1. **Customer Notification**
  - i. City will develop a press release to briefly explain the fire hydrant flow-testing program in the areas affected at least three weeks prior to commencement of work.
  - ii. City staff will go door to door at least 48 (forty-eight) hours before the scheduled flow testing and hand deliver a written notice that explains

when the fire hydrants will be flow tested in the area and how the customers' services may be affected.

**III. SUBMISSION REQUIREMENTS**

The Contractor selected for this project shall be required to enter into a three (3) year contract with the City in the form set forth in ATTACHMENT C.

The Contractor selected shall be required to comply with the City's insurance requirements and complete the attached Certificate of Insurance form upon award of contract.

Contractors desiring to be considered for this project shall submit the following:

- A. A detailed description of the qualifications of the Contractor(s), including all sub-Contractors and employees who will work on this project to address all of the program elements. Hydrant flushing requires a three person crew, one person on the “flow” hydrant, one person on the “residual” hydrant and data collection, and a third person for as needed traffic control.
- B. A description of previous experience related to this type of project.
- C. An outline of the specific services to be performed and the means by which the services will be performed.
- D. A time schedule for completion of the services outlined (exclusive of City review).
- E. Submit the software that the firm will utilize to meet data compatibility requirements and what versatility is available to download this information into other common software formats. Submit online database platform to be used.
- F. A fee proposal based on the following:
  - i. A unit price to complete the tasks as described under Flow Testing Procedure and a total not to exceed amount. All work will be completed during calendar years 2020-2022. The contract may be extended to two additional years upon written approval from the City Manager or his designee. See Table 1 below for Fire Flow Testing Schedule and refer to Attachment A for fire hydrant locations.

Table 1: Fire Flow Testing Schedule

Calendar Year	# of Fire Hydrants	Map Zone	Status
2019	255	Various Areas	<b>Completed by others</b>
2020	290	Area 3	To be performed by Contractor
2021	414	Area 2, 5 and 6	To be performed by Contractor
2022	413	Area 1 and 4	To be performed by Contractor

- ii. The Consultant/Contractor’s fee schedule will be used for monthly billings and potentially would be used to calculate fees for additional services, as may be requested/authorized by City.
- iii. A list of all reimbursable expense items with a not-to-exceed limit.
- iv. A list of any documentation or materials to be provided by the City that are deemed necessary for the Contractor to complete the project.
- v. A statement describing the nature and period of any warranty or guarantee that is applicable to the services provided.

G. Six (6) copies of the proposal must be submitted to the City Clerk's Office, 455 North Rexford Drive, Room 290 Beverly Hills, CA 90210. Proposals must be received no later than January 30, 2020, by 2:00 p.m.

H. Questions concerning the RFP requirements should be directed to:

Vince Damasse  
345 Foothill Road  
Beverly Hills, CA 90210  
[vdamasse@beverlyhills.org](mailto:vdamasse@beverlyhills.org)  
310-285-2491

Questions must be submitted in writing by January 22, 2020.

#### **IV. 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. The Contractor will be required to pay to all persons employed on the project by the Contractor 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.

#### **V. SELECTION PROCESS**

The criteria to be used in the selection process shall include:

- A. Specialized and recent experience in the type of work required by this project
- B. Record of the firm in accomplishing projects in the required time
- C. Quality work previously performed
- D. Professional qualifications
- E. At least three (3) references of recent work

Upon the award of the contract to the successful respondent, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Attachment C, Section 11 of this RFP document. All insurance forms must be in a format acceptable to the City.

#### **VI. ANTICIPATED SCHEDULE**

Solicitation Issued	January 9, 2020
Deadline for receipt of questions	January 22, 2020
Proposal due date	January 30, 2020
Anticipated award of contract	March 17, 2020
Anticipated start date	March 23, 2020

ATTACHMENT A- FIRE HYDRANT TESTING MAP

ATTACHMENT B-SAMPLE CAPACITY TEST REPORT

Public Works Transportation  
345 Foothill Road  
Beverly Hills, CA 90210



Tel. No. (310) 285-2467  
Fax No. (310) 278-1838

**Capacity Test Report**

**Hydrant #100**

**Residual Hydrant Information**

Residual Hydrant ID: 99	Feature ID:	Owner: Beverly Hills, CA	
Address:	Street: El Camino Drive		
Cross Street / Intersection: Olympic Boulevard			
Location: Parkway (North alley)			Sect: 10
Make: Jones	Model: J-3775	Date stamped: 2000	GPS: 05/11/2011
Main Size: 8	# of Pumper Nozzles: 2	Pumber Nozzle size: 4	Easting: 6440435.0495
Elevation:	# of Hose Nozzles: 1	Hose Nozzle size: 2.5	Northing: 1844517.0392
Aux. Valve Easting: 6440435.0042	Aux. Valve Northing: 1844526.5395	Aux GPS Date: 2011-05-11 00:00:00	

**Flow Hydrant Information**

Flow Hydrant ID: 100	Feature ID:	Owner: Beverly Hills	
Address: 345	Street: Rodeo Drive		
Cross Street / Intersection: Olympic Boulevard			
Location: Parkway (North alley)			Sect: 10
Make: Jones	Model: J-3775	Date stamped: 2000	GPS: 05/11/2011
Main Size: 8	# of Pumper Nozzles: 2	Pumber Nozzle size: 4	Easting: 6440107.825
Elevation: 217.47	# of Hose Nozzles: 1	Hose Nozzle size: 2.5	Northing: 1844538.5065
Aux. Valve Easting: 6440107.6865	Aux. Valve Northing: 1844530.8072	Aux GPS Date: 2011-05-11 00:00:00	

**Capacity Test Results**

Test Date: 07/25/2014	Time of Day: 01:35:00 PM	Technicians: SP/FS
Static Pressure: 70	Residual Pressure: 50	GPM Obtained: 1269
Static HGL: 374.52	Residual HGL: 328.32	Pressure Zone: 3
Class: AA	Bonnet Color: Blue	

Flow Hydrant	Diameter	Coefficient	Pitot Reading	GPM	Minutes Flowed	Estimated Usage
100	4	.7116	14.00	1269	2	2538
Total GPM: 1269						Usage: 2538

Available Flow at 20psi: **2,081.37**  
 Available Flow at 25psi: 1,966.26  
 Available Flow at 30psi: 1,845.09  
 Available Flow at 35psi: 1,716.73

Test Comment:



ATTACHMENT C- SAMPLE CONTRACT

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT NAME] FOR FIRE HYDRANT MAINTENANCE  
AND DATA COLLECTION

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS insert street address  
Insert city, state, zip code  
Attention: insert dept. head name, title

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

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT NAME] FIRE HYDRANT MAINTENANE AND  
DATA COLLECTION

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

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

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

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.

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.

(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 A+;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.

(h) 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.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

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 Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall

be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

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

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

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

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
City Manager:  
Title:

CONSULTANT:

\_\_\_\_\_  
Name:  
Title:

---

Name:  
Title:

APPROVED AS TO CONTENT:

---

Dept. Head Name:  
Title:

---

Risk Manager Name:  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform the following services:



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

**RATES TO BE DETERMINED**

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

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPAN Y (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					

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: \_\_\_\_\_  
\_\_\_\_\_