REQUEST FOR PROPOSAL
TO PROVIDE
ENGINEERING SERVICES FOR

CITY-WIDE TRAFFIC SIGNAL SYSTEM PLANNING DOCUMENT

CITY OF BEVERLY HILLS
Community Development Department
455 N. Rexford Drive
Beverly Hills, CA 90210

Release Date
April 30, 2018

Proposal Deadline: 2:00 P.M. May 23, 2018

Project Contact:
Kevin Riley – City Transportation Engineer
kriley@BeverlyHills.org
(310) 285-2556
1.0 INTRODUCTION

The City of Beverly Hills (City) is soliciting proposals from qualified consulting firms interested in providing professional engineering services for a City-wide Traffic Signal System Planning Document. This request for proposal (RFP) contains project description, scope of work, evaluation process, general terms and conditions, and the City’s template for professional services contract.

The intent of the RFP is to solicit a concise proposal to provide services to develop a planning document for a City-wide Traffic Signal System and upgrade the existing Traffic Management Center (TMC). This includes inventorying traffic signal cabinets, needs assessment, equipment specification/estimate and a project implementation plan.

This RFP does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

Tentative Schedule
The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release ................................................................. April 30, 2018
Deadline for Proposers to Submit Questions...........................................May 18, 2018
Anticipated Deadline for City to Respond to Questions:...............................May 20, 2018
Proposals due and receive by:....................................................... 2:00 PM May 23, 2018

2.0 BACKGROUND

The Beverly Hills traffic signal system has effectively served the City for many years and is nearing its useful life. The City would like to update the traffic signal system to a state-of-art system to provide continuous operations and advance future goals of implementing connected and autonomous vehicles (CV/AV) technology with a focus on the Vehicle to Infrastructure component. A state-of-the-art traffic signal system uses the latest infrastructure and computer technology that contains excess volume for hardware improvements and flexible computer software that allows for interchangeability from one technology to another. The City has researched various systems and has determined the McCain’s Transparity system is the best fit for the city.

The City’s 101 traffic signals operate on McCain’s Quicnet 4 and Kimley Horns’ KITS operating system to remotely manage traffic signals throughout the city. The operating system server receives data from intersection controllers (170 or 2070 controller). Data is then transmitted through fiber optics or copper interconnect back to the City’s traffic server for display on the TMC console computer(s).
The TMC is currently 20-ft by 10-ft. The current 10-ft dimension does not allow for proper spacing to house a video monitor on the wall. The selected consultant will help support City staff in optimizing the existing space.

3.0 SCOPE OF WORK
The scope of work that follows contains a general outline of the required tasks. Proposals submitted should include a detailed all-inclusive scope of work.

Task 1: Project Management, Communication and Meetings

A. Project Manager: Consultant shall assign a project manager that will be the point of contact and coordinate all communication with City staff.

B. Project Kick-off Meeting and Review: Meet with City staff to discuss study parameters, site-specific conditions and project goals. Consultant shall budget for up to (4) in person meetings. Conference call will be held on an as needed basis.

Task 2: Inventory & Needs Assessment

Current City’s direction is to deploy the McCain’s Transparity System. The consultant will conduct a site visit to examine the City’s existing traffic signal system infrastructure. This review should include the controller type, software controller operations, communications type, communication devices, detection, and other recommended items to optimize operations.

The City will use its on-call architect firm to develop as-built plans for the existing TMC. The consultant shall conduct a site visit to understand the existing layout and data sources.

Based on the inventoried data, the consultant will assess the infrastructure and system needs to bring the current traffic signal system and TMC to a state-of-the-art status. The consultant will meet with City staff to discuss the existing infrastructure inventory and share their recommendations for creating a state-of-the-art traffic signal system and TMC. Following feedback from the City, the consultant will develop an assessment report of the City’s traffic signal system and TMC and document the recommended upgrades.

Task 3: Implementation Plan/ Specifications / Estimate (PS&E)

Upon completion of the needs assessment, the consultant shall develop project specifications, a cost estimate and an implementation plan for traffic system deployment. Project specifications may include: type of controller, controller firmware, Ethernet switch selection and other related devices.

The consultant will meet with City staff to share the draft implementation plan, specifications and cost estimate. Following feedback from the City, the consultant will submit the final implementation plan, specifications and cost estimate. This deliverable will contain the detailed project information necessary for the City to prepare the construction bid documents.
Task 4: Support to Bidding & Implementation (optional)

The consultant shall provide an optional cost to support the City during the bidding phase and during the implementation phase.

4.0 CITY FURNISHED SERVICES

City staff will be available to answer questions during all phases of work. The City will provide in-house project manager/contract administrator. The City will assist in coordinating the dissemination of the following information during the design of this project:

1. All available City information and reports for this project, including parcel maps and GIS database information, utility locations and other related materials.

2. Any additional information residing in the City records which the parties agree may be of assistance during the design process.

5.0 ELEMENTS OF THE PROPOSAL

Please limit your proposal to a maximum of ten (10) pages. Responses to this Request for Proposal shall be presented in the following format:

1. Cover Letter: The letter shall be signed by an official authorized to bind the firm and shall contain a statement indicating that the proposal is valid for ninety days.

2. Project Understanding: Present your understanding of the project and the general approach to be used.

3. Scope of Work: The methodology and detailed Scope of Work proposed to accomplish the tasks shall be described in this section. Consultants shall provide a complete scope of services for all labor, materials, tools, equipment, services, incidentals, professional staff and sub-consultants to fully complete the project without extra work and are encouraged to recommend alternatives, added or reduced designs services, which may enhance the overall quality of the project.

4. Personnel: This section shall identify and define the qualifications and experience of the Project Manager and other key personnel to be assigned to the project. Provide an organizational chart indicating the project team’s individual responsibilities and reporting relationship. The Project Manager for the consultant must be fully involved and in control of the work effort and conversant in the project’s details on a day-to-day basis. Provide a listing of preferably three (3) clients and projects for which similar work has been performed by the Project Manager including contact persons, addresses and telephone numbers. This work experience can be supplemented with the firm’s work experience on similar projects. Please ensure that the individual referenced is still with the contracting agency for which the work was performed or give that person’s current telephone number. The Project Manager and other key personnel identified in the
proposal are expected to remain assigned to the project through project completion. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of City, which will not be unreasonably withheld.

5. Project Schedule: Provide a proposed project schedule indicating the time frame for completing each section contained within the Scope of Work.

6. Staff Hour Estimate: Provide a staffing chart, including subconsultants, indicating the estimated number of staff hours, by individuals or by job title, for each task in the scope of work.

7. Fee Summary: In a separate PDF, provide a fee summary. The fee summary shall include a cost and person-hour breakdown consistent with the requirements of the Scope of Work. In addition, please provide your current rate schedule with corresponding effective dates.

City will compensate the consultant for services performed on an hourly-rate basis plus project-related expenses. Provide an estimated fee for each phase of the project and a Total Overall Not-To-Exceed Fee for the project.

6.0 PROPOSAL EVALUATION CRITERIA
Evaluation and ranking of the proposals will be based upon the quality of the proposals, including comprehensiveness and responsiveness to the requirements of this RFP and the following criteria:

➢ Similar project experience, references and qualifications of the Project Manager and other team members.
➢ Consultant’s knowledge and understanding of the project, the approach and methodology that will be used to complete the project.
➢ The committed project schedule for implementation and completion of the Scope of Services, and the projected use of staff hours.

After the proposals are reviewed and ranked based on technical merit, the fee envelope will be opened and reviewed. The proposal that, in the judgment of the reviewing staff, is the highest ranked with reasonable fee will be recommended to the City Council for award.
7.0 PROPOSAL EVALUATION SCHEDULE
The City shall utilize the following planning chart for the timetable and process of evaluating engineering proposals:

- Proposals due and received by:  
  May 23, 2018, 2:00PM
- Project Kick-Off Meeting:  
  June 27, 2018 (Tentatively)

8.0 GENERAL TERMS AND CONDITIONS
The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant. Pre-contractual expenses are defined as expenses incurred by Consultant in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by Proposer prior to the date of the executed agreement.

The City of Beverly Hills reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any Proposer responding to this Request for Proposal.

The City reserves the right to cancel the project at any phase or at any point in any phase and pay the Consultant only for costs incurred to that date. All data, documents and other products used or developed during the project will remain the property of the City upon completion of that phase of the project.

8.1 CONTRACT BETWEEN CONSULTANT AND CITY
The City will prepare a contract for implementation between the successful proposer and the City. See Attachment B for a sample of the City’s professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

8.2 LATE PROPOSALS
It is the Consultant's sole responsibility to ensure that proposals are received at the City office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

8.3 WITHDRAWAL OF PROPOSALS
Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.
8.4 REJECTION OF PROPOSALS
The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

8.5 PROPOSAL VALIDITY PERIOD
Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the contract that is negotiated with the successful consultant.

8.6 SITE INSPECTION
Proposers are urged to make site visits and examinations to become thoroughly familiar with the conditions affecting their proposal. Failure to make such investigations will not constitute grounds for additional claims or for extension of time under the contract and will not relieve the Consultant of the responsibility for meeting all requirements of the RFP.

8.7 DOCUMENTS TO BE CONSTRUED TOGETHER
The RFP, proposal and all documents incorporated by reference in a contract entered into between the consultant and the City, and all modifications of said documents, shall be construed together as one document.

8.8 EXTRA WORK OR MATERIALS
The City shall have the right to make alterations, eliminations and additions in the work. Exercise of such right shall in no way void the contract. The value of such extra work shall be agreed upon by the City and the Consultant.

8.9 NEWS RELEASES
News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

9.0 CLOSING
The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Services, schedule and fees with the selected consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. The City reserves the right to separate the work into various projects and negotiate and award each project to different consultants. The final proposals will be presented to the City Council for approval.

One PDF copy of the complete proposal must be received by the date and time specified in Section 7.0 of this RFP. Email proposals to:
Email Deliveries:
Kevin Riley
City Transportation Engineer
Kriley@beverlyhills.org

Aaron Kunz
Deputy Director – Transportation
Akunz@beverlyhills.org
ATTACHMENTS

Exhibit A: List of City’s Traffic Signals & Signalized Crosswalks
Exhibit B: City’s Professional Services Contract Template
EXHIBIT A:
EXHIBIT B:

PROFESSIONAL SERVICES CONTRACT TEMPLATE
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONSULTANT’S NAME] FOR [BRIEFLY DESCRIBE PURPOSE OF THIS CONTRACT]

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
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: [Dept. Head’s Name, Title]

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] FOR [BRIEFLY DESCRIBE PURPOSE OF CONTRACT]

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT’s Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a 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. (Check the Applicable Box)

(a) Compensation [check applicable provision]

If compensation is based on an hourly rate

☐ CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

If compensation is based on a flat fee

☐ CITY agrees to compensate CONSULTANT for the services and/or goods provided 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 [check applicable provision]
If no reimbursable expenses
☐ The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

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

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

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

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT’s Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

   (1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

   (2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars
($1,000,000) per occurrence combined single limit, covering any vehicle utilized by 
CONSULTANT in performing the Scope of Work required by this Agreement.

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

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

(b) CONSULTANT shall require each of its sub-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.

(a) In connection with the design professional services required by this 
Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold 
harmless and indemnify CITY, and its elected officials, officers, employees, designated 
volunteers, and agents serving as independent contractors in the role of city officials, 
(“Indemnitees”), from any claim, demand, damage, liability, loss, cost or expense, including but 
not limited to death or injury to any person and injury to any property (“claims”), arising out of, 
pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT 
or any of its officers, employees, subconsultants, or agents in the performance of its 
professional design services under this Agreement. CONSULTANT shall defend Indemnitees in 
any actions filed in connection with any such claims with counsel of Indemnities’ choice, and
shall pay all costs and expenses, including actual attorney’s fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property (“claims”), arising out of, pertaining to, or relating to CONSULTANT’s performance of this Agreement. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees’ choice, and shall pay all costs and expenses, including actual attorney’s fees, incurred in connection with such defense. CONSULTANT’s duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this Section shall survive termination of the 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. 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

Name: dept head/cfo/cm
Title

CONSULTANT:

Name:
Title:

Name:
Title:

APPROVED AS TO CONTENT:

Dept. Head Name:
Title:

SHARON L’HEUREUX DRESSEL
Interim Risk Manager
EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

[Describe the services in detail. Include schedule for deliverables and/or services]:

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

[Tie to deliverables where possible.]
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**

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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

TITLE: ___________________________

_____________________________
AGENCY: _________________________  ADDRESS: _______________________

_____________________________

_____________________________
RM02.DOC REVISED 10/14/96.
EXHIBIT D
CITY OF BEVERLY HILLS STANDARD INSURANCE REQUIREMENTS

Contractor’s Insurance. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than $2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) Business automobile liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 per accident.

(3) Workers Compensation Insurance as required by the State of California and employers liability insurance with a limit not less than $1,000,000 per accident.

(4) Evidence of Coverage:

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.
(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided.
to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor’s insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor’s cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

Indemnification. 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 work.
CERTIFICATE OF INSURANCE

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

NAMED INSURED (CONTRACTOR) ________________ COMPANIES AFFORDING COVERAGE ________________

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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 assured with respect to claims arising out of the following project.

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 on 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(es) 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: ____________________________

FORM RM02