



**City of Beverly Hills
Request for Proposals:**

Citywide Historic Resources Survey and Update

Release Date: Friday, December 7, 2012

RFP No.: 13-21

I. Introduction & Objectives

The City of Beverly Hills Community Development Department, Planning Division, is interested in contracting with a highly qualified historic preservation consultant who satisfies the Secretary of the Interior's (SOI) Professional Qualification Standards, to complete a citywide historic resources survey and update of structures built in the City through 1968. The resulting update of the City's Historic Resources Inventory will be a vital tool for land use planning in the City, including implementation of the City's 2010 Historic Preservation Element as well as the 2012 Historic Preservation Ordinance. The inventory will also be an important tool for evaluating proposed alterations to identified properties and demolition permit requests involving buildings over 45 years of age, and may be used by the City's Cultural Heritage Commission to prioritize landmark designation initiatives and to assess project proposals that have the potential to impact neighborhood character and historic continuity.

The project involves the completion of a reconnaissance-level survey of the entire City and an updating and consolidation of the existing historic context statements. The project includes a more intensive survey of relevant properties following the initial reconnaissance survey effort, resulting in a DPR primary record and/or continuation sheet for each such property. The City's existing Historic Resources Inventory contains approximately 1,142 properties, derived from initial surveys and survey updates efforts conducted in 1985-1986, 2004, and 2006.



II. Background

Much of the built environment in Beverly Hills has been previously surveyed; however, there are many areas that remain undocumented. The City initiated its first comprehensive historic resources survey in 1985 as a result of the community's desire to identify and document its rich architectural heritage. The outcome of this city-wide survey was a base list of potential architectural and historical resources throughout the city. Using parcel and address maps the City was divided into six survey areas (see attachment). They were:

- Area 1, known as the "industrial area;"
- Area 2A, the single-family residential area north of Santa Monica Boulevard and South of Sunset Boulevard.
- Area 2B, the single-family residential area north of Sunset Boulevard, exclusive of Trousdale Estates.
- Area 3, the single-family and multi-family residential area south of Santa Monica Boulevard and north of Wilshire Boulevard, including strip commercial development on Robertson and La Cienega boulevards;
- Area 4, the residential areas bordered by Wilshire Boulevard on the north and the City limits on the east, west, and south, including strip commercial development along the major streets of Robertson, La Cienega, and Olympic boulevards, and South Beverly Drive;
- Area 5, the City's historic commercial core and Wilshire Boulevard;
- Area 6, a single-family residential area known as Trousdale Estates, in the northeast section of the City.

The 1985-1986 survey assessed properties built prior to 1945, and included a windshield survey that identified 112 commercial buildings, 2648 residential buildings, 15 institutional buildings, and 15 industrial buildings. In total, 2,790 properties were surveyed, of which 371 were photographed and documented on DPR 523 forms. The properties formally recorded included potentially significant structures, historic districts and thematic groupings, and a few community design features.



In 2004, the City of Beverly Hills conducted a historic resources survey update of 386 previously identified historic properties within the City and also completed a reconnaissance-level survey of 622 multi-family residences located in Area 4 of the City constructed prior to 1961. A Primary Record form (DPR523A) was prepared for each of the 622 applicable multi-family residences identified in the survey process, which took into account their eligibility as potential historic district contributors.

In 2006, a survey of the City's commercial properties located in Area 5 was performed. This survey work included re-evaluating 27 previously identified buildings and conducting a reconnaissance-level survey of all commercial properties constructed after 1935 and before 1965. Approximately 60 newly identified resources were photographed and recorded through this reconnaissance-level survey effort.

III. Project Scope

For this Phase IV survey effort the consultant will be responsible for all components of the historic resources survey efforts with general assistance and cooperation from City staff. The project scope of work includes the following tasks:

- Development of an appropriate historic context statement for the entire city, and specific sub-areas based on review and content of existing context statements, additional research, interviews, the new survey period, and survey results. Consultant should propose a methodology for preparing these statements. The historic context statement should be prepared in accordance with the Multiple Property Submission approach detailed in *National Register Bulletin 16B: How to Complete the National Register Multiple Property Documentation Form*. The historic context should also be prepared to reflect OHP's recommended methodology in developing and preparing context statements (i.e. associated contexts; description of relevant property types and architectural styles; criteria significance; registration requirements, etc.).
- Completion of a historic resources survey update for those properties previously identified and recorded through past survey efforts. This includes approximately 1,142 properties. These properties shall be photographed and recorded onto



DPR523L forms (Continuation Sheet). Evaluation of properties shall be based on National Register, California Register, and local criteria. The applicable California Historical Resources Status Codes should be assigned to all properties re-evaluated. Properties on the existing inventory that have since been lost to demolition should also be documented.

- Completion of a reconnaissance-level survey of approximately 5850 properties built through 1968 that have not been previously identified or recorded as follows:

Single Family Residence	4405
Duplex Residence	101
Triplex Residence	46
Quadruplex Residence	50
Apartment Buildings	498
Condominium Buildings	204
Cooperative Housing	12
Hotels	5
Motels	1
Religious Establishments	3
Public Schools	4
Commercial Buildings	510
Parking Structures	7
Public Parks	4

These totals are to be taken as a guide only and must be verified in the field.

It should be noted that many properties around the perimeter of the City are divided by the municipal boundary running through the property. In such cases these properties should be surveyed as if the entire property is entirely within the City of Beverly Hills municipal boundary. The reconnaissance-level survey should also consider properties less than 45 years old that may be of exceptional significance under applicable evaluation criteria.



- DPR523A forms (Primary Record) should be completed for up to 400 of the properties surveyed under this task. The identification of any potential districts or thematic groupings and associated contributors should also be included as part of this work effort. Consultant should propose a methodology for documenting the review of those buildings that are deemed not to have significance, as well as those that are deemed to be potentially significant. Preliminary California Historical Resources Status Codes should be assigned to all properties recorded.
- Identification of significant streetscape components, such as trees, cultural landscapes, light standards, extant estate perimeter walls, subdivision patterns and other elements that represent unique features and establish historic neighborhood characteristics for an area or neighborhood should also be included, as applicable.
- Completion of an intensive-level survey of those relevant properties identified in the reconnaissance-level survey that merit further investigation and evaluation because of substantial historical significance. Recordation of up to 85 properties shall also include the preparation of DPR523B forms (Building, Structure, Object Record). Evaluation of these properties shall be based on National Register, California Register, and local criteria. The applicable California Historical Resources Status Codes should be assigned to all properties recorded under this task.
- Completion of a final report that includes: 1) objectives/introduction, 2) area surveyed, 3) research design, 4) methodology, 5) context statement, 6) survey results/findings, 7) recommendations for future studies, 8) sources, and 9) maps and other exhibits, as appropriate. Footnotes should be utilized as appropriate. Final report will also include complete lists of those properties to be added to the inventory and those properties to be deleted due to alteration, demolition or loss of context.
- Creation of a database for the City using an appropriate software program such as MS Access, Excel, or other comparable program to list, sort, and organize the survey data and results.



IV. Methodology

All work shall be performed and deliverables produced in accordance with the Secretary of the Interior's Standards for Preservation Planning, identification, Evaluation and Registration when such standards are applicable; National Register Bulletin No. 24: *Guidelines for Local Surveys: A Basis for Preservation Planning and Instructions for Recording Historical Resources*; National Register Bulletin No. 15: *How to Apply the National Register Criteria for Evaluation*; National Register Bulletin No. 16B: *How to Complete the National Register Multiple Property Documentation Form*; and the California Office of Historic Preservation's "*Instruction for Recording Historical Resources*."

Complete sufficient research and field work to gain an understanding of the overall development patterns, define the context(s), identify areas of concentration for each context, note prevalent property types and architectural styles, develop registration requirements, and evaluate properties in proper context.

The consultant shall ensure that principal project personnel meet appropriate professional qualifications standards set forth at 36 CFR Part 61, Appendix A for historian and/or architectural historian.

V. Project Deliverables

The project deliverables are as follows:

- As an integral component of the inventory update process, conduct three (3) public outreach information meetings at different locations in the City before any field work commences to increase general community awareness of the goals and importance of the update and to educate affected property owners.
- Provide all materials and presentations for community outreach meetings, Commission and City Council meetings.
- Initial presentation to the Cultural Heritage Commission at the start of the survey program, a second presentation at the mid-point of the survey program and a



final presentation to the Commission of the final report with findings and conclusions.

- Formal presentation of the final report with findings and conclusions to the City Council.
- Monthly phone conference with City Staff to review project status.
- A regular face to face project status meeting with staff every three months through the course of the project.
- Updated Survey Area Map. Provide Draft Map for comment and then Final Map.
- Draft and Final Historical Context Statement
- One (1) bound hardcopy of the draft survey report
- Electronic copy [PDF] of the draft survey report
- MS Word version of the draft survey report
- Approximately 25 draft DPR forms (electronic or hardcopy)
- Fully-inputted database program (i.e. MS Access, MS Excel, etc.) with capability of posting relevant survey information on the City's website. Database to include ability to query by type, address/location, architectural style, architect, date of construction and possibly other categories. Provide property details / addresses in 'Excel Spreadsheet' format linked to GIS / Database.
- Approximately 25 final draft DPR forms (electronic or hardcopy)
- One (1) bound copy of the final survey report
- Electronic copy [PDF] of the final survey report
- MS Word version of the final survey report
- Electronic copy [PDF] final set of DPR forms.

All final products are subject to, and shall be delivered upon receipt of, final City approval. The consultant shall make corrections, addenda, or revisions that may be requested by City staff. The city shall not incur additional costs associated with corrections.



VI. Relationship and Role of City Staff:

The consultant shall work under the supervision of the Urban Designer in the City Planning Division. A professional services agreement will be completed with the selected consultant prior to commencement of any work (see Appendix for sample agreement). City staff will be available to assist the consultant as follows:

- Facilitation of available background materials relating to the completion of the survey
- Provide all necessary survey maps for field work
- Assist with building permit research
- Facilitation of meetings and assistance with educational/community outreach efforts
- Provision of all City GIS data relevant to the project scope (will require separate contract between consultant and City to authorize data release)
- Provision of any other relevant City information, as available.

VII. Project Schedule:

The City of Beverly Hills has set a maximum time frame of 18 months for the completion of Phase IV of the citywide historic survey. The proposal shall include thorough explanation of the proposed course of action of the project, including:

- A timeline outlining major milestones and successful delivery of project elements to City staff.
- Chronological explanation of all stages of survey as well as expected duration of each stage. Work stages should relate to each Historic Survey Map Area.
- Deadlines for each task.

A more specific schedule of deadlines and submittal dates will be discussed and established with the selected consultant. In all cases, the consultants shall adhere to project deadlines as agreed upon and specified in the final contract.



VIII. Project Budget

The proposal should include cost estimates on both a “not-to-exceed” amount and a “task-by-task” breakdown for all required services for each Survey Map Area. A fee schedule should be included with a listing of basic services and reimbursable costs. The cost estimate proposal shall also identify the estimated number of consultant staff hours needed to complete the scope of work by task and their hourly billing rate. The schedule in which the consultant will be paid for services rendered will be determined during contract negotiations. At that time, the City will develop a payment and reimbursement schedule in consultation with the selected consultant.

IX. Minimum Required Content of Proposals

The minimum content requirements for the proposal are as follows:

- Introduction: Include an introduction that conveys the consultant’s understanding of the project’s objectives, scope and requirements.
- Technical Approach: Provide a thorough description of technique and methodology that the consultant is prepared to employ. Consultant should also propose procedures for City review of draft work products, including DPRs, and an appropriate number of meetings with City staff to facilitate the project and with the Cultural Heritage Commission to present work products, evaluate survey processes and discuss findings.
- Timeline: Presented per above project schedule specifications.
- Staffing Identification and Organization: Identify key personnel and their assignments and responsibilities. Include detailed explanation of division of consultant labor throughout survey process, including resumes and experience for key personnel.
- Fee Schedule: Break down fees into tasks for each phase of the project, including hours and staff assignment for each component. The total fee for each phase of the project should be broken down for each Historic Survey Map Area.



Provide separate fee totals for survey update work and for new survey work in each Historic Survey Map Area.

- Contingency Sum: A contingency sum of \$10,000.00 shall be identified and included in the total fee for unanticipated services outside of the current scope of services.
- A Public Outreach Strategy Proposal: Propose a public outreach program that would be appropriate for a project of this scope.
- Previous Work Samples: Provide five (5) DPR forms and one sample survey report including context statement for projects.
- References: Provide three (3) client references for comparable projects that may be contacted, including names, addresses, telephone numbers and e-mails.

X. Consultant Qualifications and Selection Criteria

The contract will be awarded only to a responsible historic preservation consultant. In order to qualify, a consultant must meet the following standards, which will be considered in the selection process:

- Have the technical/financial/staffing resources indicative of past experience with intensive level historic survey work.
- Be able to satisfy the applicable Secretary of Interior's Professional Qualification Standards outlined in 36 CFR Part 61, Appendix A.
- Be able to comply with proposed timelines and scheduling.
- Have an exemplary performance record that can be verified with client references based on similar project work.
- Certify that neither the principals nor any other individuals associated with the consulting work are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
- Propose an appropriate and effective approach, tasks and methodology to be used in providing the required services.



- Propose a reasonable fee schedule in relation to the proposed work plan.
- Demonstrate an appropriate and effective distribution of responsibilities within the project team.
- Demonstrate commitment to affirmative action in employee hiring and consultant subcontracting.

XI. Submittal Information

Five (5) hard copies of the proposals are due no later than 5:00 p.m., Wednesday, January 9, 2013 at the following address:

Attention: William R. Crouch AIA, AICP Urban Designer.

City of Beverly Hills
Community Development Department
Planning Division,
455 N. Rexford Drive,
Beverly Hills, CA 90210

All proposals must be received in the Community Development Department by the deadline date/time. All proposals become the property of the City of Beverly Hills.

XII. Inquires

Questions pertaining to this RFP should be directed to William R. Crouch AIA, AICP Urban Designer, at 310-285-1116 or wcrouch@beverlyhills.org. Do not contact any other City employee or official regarding this RFP.

XIII. Consultant Selection Process

The City's selection committee will review all proposals based on the above-stated criteria. Interviews will take place on Wednesday, January 23, 2013, and City staff will inform finalists regarding their interview times at least one week in advance.



XIV. Other Information

You are advised that the City reserves the right to retain an expert to evaluate your work if you are chosen as the consultant. Additionally, any contract entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the consultant would be paid on a pro-rata basis for work performed.

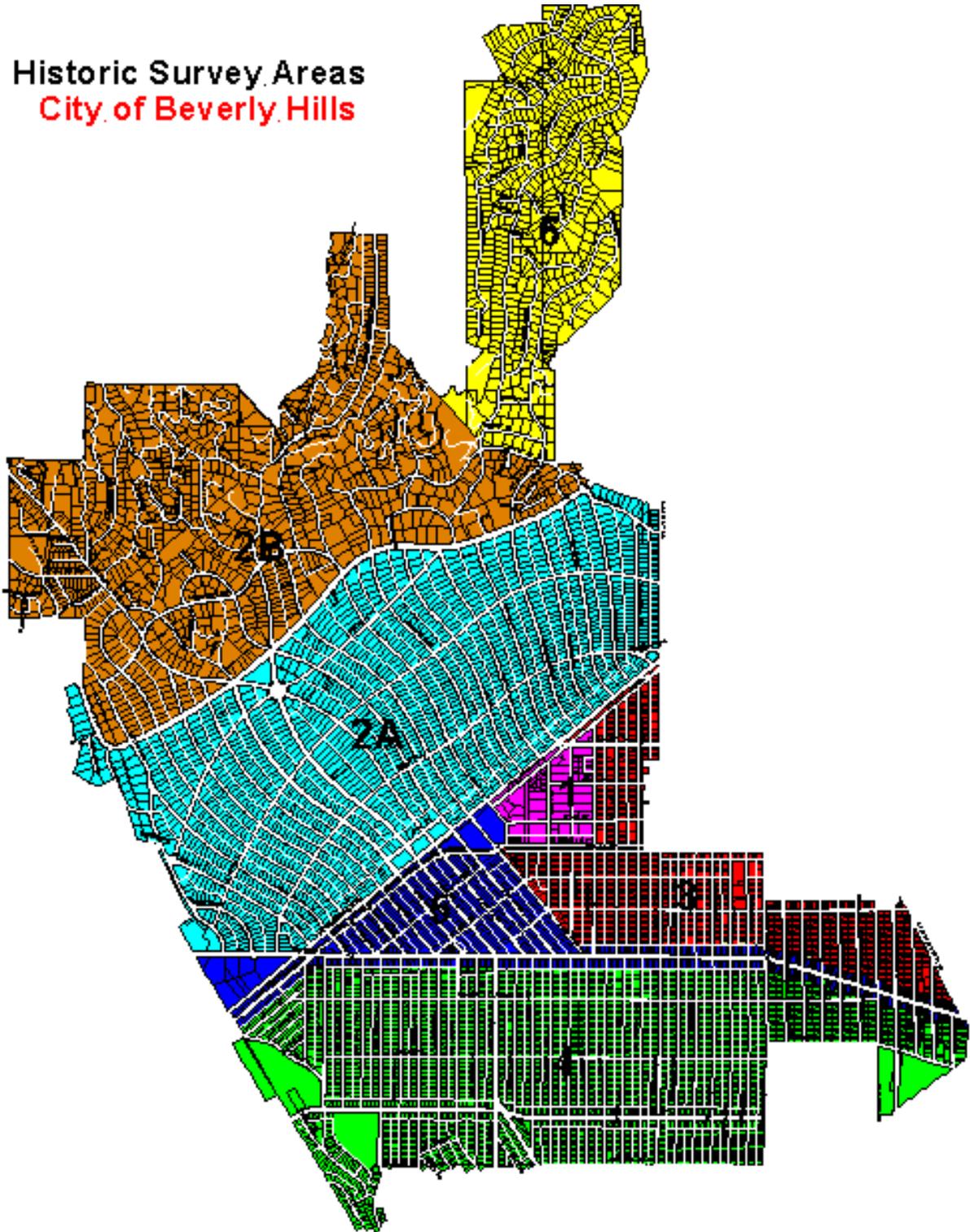
By submitting a response to this Request for Proposals, prospective consultant waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this request. The City reserves the right to select any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participating firms of any changes in the proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

The City of Beverly Hills reserves the right to reject any and all proposals and to solicit new proposals with modified terms and conditions. It also reserves the right to waive any informality in connection with the proposals.

Acceptance of any materials proposal submitted pursuant to this Request for Proposals shall not constitute any implied intent to enter into a contract for consulting services. The City reserves the right to reject any and all proposals. Consultant selection will be made by the City of Beverly Hills Planning Division. The consultant selected will be under contract to the City of Beverly Hills.



Historic Survey Areas City of Beverly Hills





Appendix

Sample Consultant Services Agreement (FOR REFERENCE ONLY)



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND _ FOR _

NAME OF CONSULTANT: _

RESPONSIBLE PRINCIPAL OF CONSULTANT: _, _

CONSULTANT'S ADDRESS: _
Attention: _, _

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: _, _

COMMENCEMENT DATE: --, --

TERMINATION DATE: --, --

CONSIDERATION: Not to exceed \$_

SAMPLE



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND _
FOR _

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and _ (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 receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

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

(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. Unless otherwise provided for herein, CONSULTANT shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

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 Principal by CONSULTANT shall not be made without prior written consent of CITY.

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

Section 8. Personnel. 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-contractors 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 and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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



(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

(a) In connection with the professional services required by this Agreement, 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, ("Indemnities"), 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 services under this Agreement. CONSULTANT shall defend Indemnities 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), CONSULTANT shall defend, hold harmless and indemnify Indemnities 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 Indemnities in any action or 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.

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 1 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

CITY COUNCIL

CONSULTANT:

APPROVED AS TO CONTENT

-
-

-
RISK MANAGER

SAMPLE



EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

SAMPLE



EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

SAMPLE



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

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

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

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

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

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

DATE : _____ BY : _____

 Authorized Insurance Representative

AGENCY : _____ TITLE : _____
 _____ Address : _____
