

REQUEST FOR PROPOSAL
TO PROVIDE AS-NEEDED
HEAVY CONSTRUCTION VEHICLE INSPECTION AND RELATED
SERVICES

Request for Proposal No. 19-13



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

April 25, 2019

Submittal Deadline: 2:00 P.M. May 9, 2019
City Clerk's Office, Room 290

Contact:
Evelin Welch, Senior Management Analyst
Email: ewelch@beverlyhills.org

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1.0 INTRODUCTION

The City of Beverly Hills (City) invites qualified professional contracting firms (Contractor) to submit proposals to provide As-needed Heavy Construction Vehicle Inspection and Related Services. These functions are within the Development Services Program, which is part of the Community Development Department.

This Request for Proposal (RFP) contains the Scope of Work, evaluation process, general terms and conditions, and the City's template for professional services agreements "Attachment B". It is the intent of the City to select and contract with one Contractor for all these services. The City will assign work as is deemed necessary and appropriate by the City. The City reserves the right to contract with additional Contractors. The City will consider proposals to provide all or a part of any of the services identified in this RFP. The contract(s) will be for up to a five-year period and will commence on July 1, 2019.

The successful Contractor will be responsible to conduct heavy construction vehicle inspection and related services in accordance with the City's safety heavy vehicle standards and in accordance with Department of California Highway Patrol CHP 800H (REV 08-07) OPI 062 on behalf of the City. This includes heavy vehicles related to construction sites in the Trousdale Estates area of the City as required per Beverly Hills Municipal Code Chapter 8 of Title 9 (City Ordinance 15-O-2683). The successful Contractor(s) will be dependable, cost-effective, and have expertise in such vehicle inspection and certification services, and the ability to meet expected turnaround times.

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

The RFP is being sent to prospective respondents via e-mail and posted on the City's website by 3:00 p.m. (Pacific) on Thursday, April 25, 2019. Firms wishing to be considered responsive to this RFP, must submit one (1) hard copy, and one (1) electronic PDF copy (saved on a flash drive) of their proposal in a sealed envelope **no later than Thursday, May 9, 2019; until 2:00 p.m.** The envelope should be clearly marked as shown below:

RFP No. 19-13

As-needed Heavy Construction Vehicle Inspection and Related Services

**Attention: Raj Patel, Assistant Director of Community Development/Building Official
C/o Office of the City Clerk, Room 290
455 North Rexford Drive
Beverly Hills, California 90210**

2.0 SCOPE OF WORK

A. The services to be provided by the selected Contractor may include, but not limited to, the following:

Upon request of vehicle owner/operator to schedule an appointment, Contractor shall perform physical inspections and certifications of compliance with the City's safety heavy vehicle standards in accordance with the Department of California Highway Patrol CHP 800H (REV 08-07) OPI 062 on behalf of the City. City requires that Trousdale Estates heavy construction vehicles (or "heavy vehicles") be physically inspected and certified by the City's Contractor annually. The following heavy vehicles must comply with these standards: (i) Any vehicle with a gross vehicle weight rating over 26,000 pounds; (ii) Any vehicle with a gross vehicle weight rating over 10,000 pounds with three or more axles; (iii) Any trailer or semitrailer with a gross vehicle weight rating over 10,000 pounds and/or used in combination with the vehicles listed above.

1. This inspection is in addition to the requirement on heavy vehicle owners/operators to comply with the California Biennial Inspection of Terminals Program.
2. Mutually agree upon an inspection location and time in writing with heavy vehicle owner/operator (fleet location or Contractor's yard):
 - a. All inspection requests shall be completed within three (3) calendar days.
 - b. Contractor shall notify City immediately electronically if request cannot be accommodated within this time frame.
 - c. If inspection is not passed, a re-inspection shall be scheduled and completed within two (2) weeks of original inspection.
 - d. The Contractor must notify the City immediately electronically of each vehicle owner/operator inspection appointment (providing date, time, and location of each appointment).
3. Vehicle owners/operators are required to perform the inspection with City's designated Contractor and provide full payment for inspection services directly to Contractor.
 - a. Contractor is required to notify City electronically within three (3) business days once payment of inspection is collected and inspection has been successfully completed. The Vehicle Inspection Permit will not be issued without proof of payment and completed inspection services provided by Contractor.
 - b. Vehicle owners/operators are required to establish Vehicle Inspection Permit (s) with the City of Beverly Hills after completing a successful inspection.
4. Utilize the vehicle inspection form agreed upon between the City and Contractor.
5. Contractor shall submit all completed inspection forms to the City electronically within three (3) business days of each heavy vehicle inspection. Completed inspection forms must include the following but not be limited to:
 - a. Inspection checklist identifying passed or failed results, inspection date, name of inspector, vehicle owner/operator, vehicle license number, vehicle identification number, and miles;

- b. Proof of payment for inspection services, one for each individual vehicle or trailer that is inspected; and
 - c. Customer contact information.
6. The selected Contractor will be required to submit an itemized report on a form approved by the City for each inspection performed in the prior month as required by this RFP.
7. Provide remedial driver's training for vehicle owners/operators upon written request of the City Manager or his designee.
8. Provide additional heavy vehicle training and evaluation services for vehicle owners/operators such as general defensive driving courses and heavy vehicle pre-trip inspection as requested by the City Manager or his designee in writing.
9. Contractor may need to correspond with City staff on a regular basis (via email or over the phone) to clarify inspection and Vehicle Inspection Permit details.

3.0 ELEMENTS OF THE PROPOSAL

The Proposal shall provide detailed information to address all of the elements of this RFP. The Contractor shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Attachment B).

Responses to this Request for Proposal shall be presented in the following format:

1. Letter of Introduction: 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 a minimum ninety days. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the contractor. The cover letter constitutes certification by the contractor, under penalty of perjury, that the contractor complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the contractor may be rejected.
2. Scope of Work: The methodology and detailed Scope of Work proposed to accomplish the required tasks shall be described in this section. Each firm shall include its interpretation of work to be performed. Include a positive commitment to perform the work in the manner, time frame that is required, and a basic summary understanding of the services to be provided and the firm's approach to delivering the services. Provide a description of the firm's approach to communicating effectively with City staff and officials, and the public to facilitate successful delivery of assigned tasks.
3. Firm Information and Qualifications:
In order to qualify for selection, proposer(s) shall meet the following minimum requirement: the firm and its key staff must have a minimum of five (5) years of

experience providing heavy vehicle inspection and certification services. City, at its sole discretion, shall determine whether a firm meets the experience and qualification criteria.

- a. Provide a description of the firm, including the number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, etc.
 - b. Provide a summary of the lead and for all key personnel who will be involved in the services, their roles and responsibilities, and their experience in similar past projects.
 - c. Provide a list of three (3) references. Include name of jurisdiction or organization, job title, email address, mailing address, telephone number with name of organization, job title, address and telephone numbers.
 - d. Include the names, address and telephone numbers for your past and current clients who have contracted with your firm for similar services during the last five (5) years.
 - e. Include copy of State, Federal credentials and licenses appropriate for scope of work.
 - f. Provide evidence of insurance coverage demonstrating all current coverage types and limits and associated declarations pages and endorsements.
4. **Fee Schedule:** The fees identified in the proposal will be paid directly to Contractor by vehicle owner/operator for the completed inspection.. The proposal shall contain a detailed rate schedule for the various personnel and /or services provided including:

- a) A flat rate for each heavy vehicle inspection performed at a fleet location or Contractor's yard.
- b) A flat rate fee for each heavy vehicle re-inspection or trailer inspection performed.
- c) Remedial driver's training for heavy vehicle owners/operators, shall be mutually agreed upon by the City and Contractor and charges shall be based on a flat rate fee per hour and shall include travel of one hour portal to portal based on \$0.51 cents per mile in Los Angeles County.
- d) Fees identified in this schedule shall remain in effect until June 30, 2020.

The selected Contractor shall notify the City in writing of any fee changes by April of every calendar year and such requested modifications shall not be effective until July 1st in accordance with the City's fiscal year fee schedule. Mid-year adjustments will become effective in accordance with the City's annual schedule of fee updates.

Rates are all inclusive and include, but are not limited to, all Contractor profit and overhead including non-billable administrative staff. Contractor will be required to pay

for the cost of all training, equipment, or materials required by their own staff. Contractor shall not charge the City for any staff time to attend training/events provided by the City.

4.0 PROPOSAL EVALUATION CRITERIA

The City will review and evaluate all proposals, selection will not be limited to price alone. 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:

- 1. Understanding the Scope of Work (10 points)
- 2. Demonstrated professional skill and credentials (30 points)
- 3. Related experience of firm (10 points)
- 4. Familiarity with City, County, State codes, regulations and procedures (15 points)
- 5. Strategy to meet expected vehicle inspection and certification turnaround time (10 points)
- 6. Payment method options, i.e. online and by phone (10)
- 7. Inspection scheduling options, i.e. online and by phone (10)
- 8. References/satisfaction of previous clients (5 points)

The City reserves the right to accept or reject any and all proposals. The proposals that, in the judgment of the reviewing staff, are the highest ranked with reasonable fees may be invited for an interview. In the event an oral interview is required, the Proposer will be provided with little advanced notice. Thereafter, staff will make a recommendation to the City Council for award of contract(s).

5.0 PROPOSAL EVALUATION SCHEDULE

The City shall utilize the following planning chart for the timetable and process of evaluating Contractor’s proposals for plan review services and other as-needed consulting services:

RFP Release	April 25, 2019
Deadline for Proposers to Submit Questions.....	May 2, 2019 at 5:00 p.m.
Anticipated Deadline for City to Respond to Questions.....	May 6, 2019
Proposals Due and Received By:.....	May 9, 2019 at 2:00 p.m.
Recommend to Award Contract By:.....	June 2019

Question Period: Thursday, April 25th through May 2nd at 5:00 p.m. (PST). All inquiries must be received via e-mail during this period. Only substantive inquiries will be answered in an addenda by the specified date, and posted on the City’s website, unless no questions. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Submit Questions To:
Evelin Welch, Senior Management Analyst
Email: ewelch@beverlyhills.org

6.0 GENERAL TERMS AND CONDITIONS

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer 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.

6.1 Conditions of Award

The City will not necessarily accept the lowest priced Proposal and the City reserves the right in its sole discretion to reject any or all Proposal(s) or to cancel the Request for Proposal process at any time before or after the open date and time without award. The City may award the contract to multiple Contractors if City determines that is the best way to address the full range of services needed under this RFP. Any implications that the lowest Proposal will be accepted, is hereby expressly negated.

6.2 Term of Contract

The scope of services will govern the performance of services noted within, for an initial period commencing on July 1, 2019 and ending on June 30, 2021 with three (3) optional annual one-year periods of extension, for a total contract term of up to five (5) years. The City does not imply that the contract, as written or the resulting contract for services will be extended. 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.

6.3 Late Proposals

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

6.4 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 Clerk's office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

6.5 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.

6.6 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 agreement that is negotiated with the Contractor.

6.7 Documents to be Construed Together

The RFP, selected Contractor's proposal and all documents incorporated by reference in a contract entered into between the Contractor and the City, and all modifications of said documents, shall be construed together as one document.

6.8 Extra Work or Materials

The City shall have the right to make alterations, eliminations and additions in the Scope of Work. Exercise of such right shall in no way void the agreement. The value of such extra work shall be agreed upon by the City and the Contractor in writing in accordance with the agreement.

6.9 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 Contractor's services without prior written approval of the City.

7.0 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 Work, schedule and fees with the Contractor. 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. Staff shall present its recommendation to the City Council and is subject to the City Council's approval.

ATTACHMENT A

ATTACHMENT A

SUMMARY SHEET

Firm Name: _____

Address: _____

Telephone: _____

Number of years in existence: _____

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone: _____ Email: _____

Person responsible for day-to-day servicing of the project:

Name: _____ Title: _____

Telephone: _____ Email: _____

Location (address) of closest office to the City of Beverly Hills

Attach Proposed Rate Schedule

ATTACHMENT B

PROFESSIONAL SERVICES CONTRACT TEMPLATE

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND [CONTRACTOR'S NAME] FOR [BRIEFLY DESCRIBE
PURPOSE OF THIS CONTRACT]

NAME OF CONTRACTOR: insert name of Contractor

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

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

CONTRACTOR'S E.I.N./TAX I.D. NO.: insert Contractor's Tax I.D.

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: [Dept. Head's Name, Title]

COMMENCEMENT DATE: July 1, 2019

TERMINATION DATE: June 30, 2021; unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: CONTRACTOR shall collect all fees from
vehicle owners/operators as detailed in Exhibit
B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONTRACTOR'S NAME] FOR
[BRIEFLY DESCRIBE PURPOSE OF CONTRACT]

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONTRACTOR 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 four 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) CONTRACTOR shall collect directly from vehicle owners/operators the fees described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B. In no event shall the fees charged exceed the amounts set forth in Exhibit B.

(b) Expenses

The rates set forth in Exhibit B 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 CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 5. Independent Contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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 CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR 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) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR 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. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR 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 CONTRACTOR.

(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 CONTRACTOR 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 Box 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 Two Million Dollars (\$2,000,000) 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, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR 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 A+;VII in the latest edition of Best's Insurance Guide.

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

(e) At all times during the term of this Agreement, CONTRACTOR 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. CONTRACTOR 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.

(f) The general liability and vehicle liability 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 the Agreement.

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

(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.

(a) CONTRACTOR 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, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR under this Section shall survive termination or expiration 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR 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 CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR'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 CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, 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 CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
Name
City Clerk

CONTRACTOR:

Name:
Title:

APPROVED AS TO FORM

APPROVED AS TO CONTENT

City Attorney

City Manager

Director of Community Development

Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

[Describe the services in detail]

EXHIBIT B
RATE SCHEDULE

(a) [Insert Rate Schedule]

(b) CONTRACTOR shall submit to CITY electronically a detailed statement , on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered by CONTRACTOR and the amounts paid to CONTRACTOR by each vehicle owner/operator and as more particularly described in Exhibit A. .

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.