

**REQUEST FOR PROPOSAL  
TO PROVIDE  
PROFESSIONAL SERVICES FOR**

**Preparation of an  
URBAN FOREST MANAGEMENT PLAN**

**Project No. 18-97**



**CITY OF BEVERLY HILLS  
Public Works Department  
345 Foothill Road  
Beverly Hills, CA 90210**

*Release Date*

***November 21, 2018***

**Proposal Deadline: 2:00 P.M. December 28, 2018**

**Project Contact:  
Daren Grilley, City Engineer  
dgrilley@BeverlyHills.org  
(310) 285-2557**

## INTRODUCTION

The City of Beverly Hills (City) is soliciting proposals from qualified and experienced firms interested in providing professional services for preparation of a comprehensive citywide **Urban Forest Management Plan (UFMP)**. This request for proposal (RFP) contains project description, scope of work, elements of proposal, selection process, general terms and conditions, and the City's template for contract agreement.

The intent of the RFP is to solicit a concise proposal to provide the services described within this RFP including tree inventory assessment and succession planning, review of policies and procedures related to public and private trees, fire hazard risk assessment and mitigation, review of current staffing and funding, and public outreach and education for the above referenced project within the City of Beverly Hills.

The City intends to award a contract for preparing the UFMP in two phases as follows:

- **Phase 1** shall focus on the evaluation of wildfire prone tree species in the northern portion of the City. This phase includes portions of all work tasks (e.g., data gathering and analysis, review of best practices, public outreach, etc.) in support of this evaluation. The primary deliverable for Phase 1 will be a report summarizing the wildfire hazard presented by certain tree species present in the urban forest and recommended specific actions to manage and mitigate hazards through tree maintenance practices, removal/replacement strategies for both public and private trees, ordinances restricting planting of certain species, etc. This report will be incorporated as a chapter in the final UFMP document.
- **Phase 2** shall consist of the remainder of the scope of services in preparation of the UFMP, as outlined in Section 1.0 of this request.

The fee basis for the costs must be detailed and separated into the two phases. Refer to Section 2.0 for additional details.

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 .....	November 21, 2018
Deadline for Proposers to Submit Questions .....	December 10, 2018
Anticipated Deadline for City to Respond to Questions.....	December 14, 2018
<b>Proposals due and receive by .....</b>	<b>2:00 PM December 28, 2018</b>
<b>Recommend City Council to approve award .....</b>	<b>January 15, 2019</b>

## **PROJECT DESCRIPTION**

### **0.0 BACKGROUND**

The City of Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica and Culver City. Within its 5.7 square miles, Beverly Hills has approximately 34,000 residents as well as a thriving and world famous commercial area.

The City's public tree inventory consists of more than 25,000 trees in the public right-of-way and city parks. The first street tree plantings date back to 1907 when landscape architect Wilbur David Cook, Jr. prepared the first street plans for the Rodeo Land and Water Company. The City is proud to have received the Tree City USA designation from the Arbor Day Foundation for thirty-three consecutive years.

The City employs three International Society of Arboriculture (ISA) Certified Arborists® in the Engineering Division of the Public Works Department. With an annual operating budget of \$1.2 million, our staff oversees tree maintenance activities including grid pruning, service requests, watering, pest control and emergency response. The Urban Forestry Bureau also has an annual CIP budget of \$400,000 to \$800,000 for removal and replacement of declining trees.

Past studies were limited to street trees, including the 1996 Street Tree Master Plan Focused Study and the Canary Island Date Palm Street Tree Master Plan adopted in 2007. More information is available on the City's website at <http://www.beverlyhills.org/living/trees/streettreemasterplan/>.

### **1.0 SCOPE OF SERVICES**

The scope of services for preparing the Urban Forest Management Plan (UFMP) will include, but is not limited to, the components listed below:

1. Attend meetings with project team:
  - a. Project kick-off
  - b. Progress meetings with City staff (bi-weekly to monthly, depending on the phase of the project)
  - c. Meetings with the following groups:
    - i. Resident groups, such as homeowner associations
    - ii. Stakeholder groups, such as the Chamber of Commerce
    - iii. Commission meetings, including Public Works, Planning, Parks and Recreation, and Health and Safety
    - iv. City Council

2. Review past tree plans, ordinances, codes, and other documents and conduct inter-departmental interviews to review and analyze existing conditions and make recommendations for changes and improvements. Specific areas to be addressed include:
  - a. Review tree management and protection policies and regulations; compare to model tree ordinances for potential changes
  - b. Internal protocols and processes (e.g., tree maintenance practices, tree removal requests, use of inventory database and GIS, fire hazard mitigation, etc.)
  - c. Financial and human resources dedicated to forestry management, plan review, permitting.
3. Assessment of the street tree inventory, including public and private utilizing GIS tool such as *i-Tree* or other industry standard software to assess street tree DBH (diameter at breast height) and species type to produce a high-level summary of citywide street *tree population resource characteristics* and *calculation of ecosystem service benefits*. These are described in more detail below.
  - a. *Resource Characteristics*: Provide an analysis and high-level summary of citywide street tree species composition, native species distribution, condition, canopy, age distribution, and replacement value.
  - b. *Ecosystem Service Benefits*: Provide an analysis and high-level summary of citywide street tree benefits provided -- including energy savings, carbon sequestration, reduction of urban heat island effect, air quality improvement, storm water runoff reduction, aesthetic value, property value, and other socioeconomic benefits.
4. Urban tree canopy evaluation of all trees in the urban forest, both public and private, to:
  - a. Determine approximate total number of trees in the City;
  - b. Calculate distribution between private and public land;
  - c. Calculate percent canopy cover (and comparison to other jurisdictions and national average) and any trends over time;
  - d. Identify tree planting opportunities and establish UTC goals; and
  - e. Identify hazardous or undesirable trees and develop strategies for removal and replacement over time. NOTE: analysis and recommendations regarding certain wildfire prone tree species in the northern portion of the City (north of Sunset Boulevard) is a top priority and will be completed as Phase 1 of the UFMP project.
5. Conduct public outreach and summarize findings regarding public opinion of urban forestry issues, such as the importance of trees when selecting a home or preserving property value, practice of tree topping for view preservation, support for removal of trees

deemed hazardous, support for tree ordinances to govern planting, maintenance and removal of trees on private property.

6. Address issues that will affect the long term health and resilience of the urban forest, such as drought, disease, climate change.
7. Develop recommended updates to existing guidelines for tree planning, planting, maintenance, protection during construction, root pruning, pest management, tree removal and replacement.
8. Develop annual work plans with performance measures.
9. **Phase 1 Final Deliverable:** Prepare a report summarizing the wildfire hazard presented by certain tree species present in the urban forest in the northern portion of the City. The report shall include recommended specific actions to manage and mitigate hazards through tree maintenance practices, removal/replacement strategies for both public and private trees, ordinances restricting planting of certain species, etc.
10. **Phase 2 Final Deliverable:** Prepare a comprehensive final document that encompasses and presents the above items in a clear, understandable format. The UFMP should provide a definitive reference tool for policy makers, staff, developers and residents and should be a useful resource for both high-level and routine decisions, actions and tasks.

## **2.0 ELEMENTS OF PROPOSAL**

The proposal shall be signed by an official authorized to bind the firm and must contain a statement to the effect that the proposal is valid for ninety (90) days. Proposal information shall be submitted in two (2) envelopes as follows:

1. The first envelope, clearly identified as "Technical Proposal" shall be limited to 15 pages excluding cover letter, resumes, and pre-printed materials and contain the following information:
  - A. Introductory letter, firm name, address, and telephone number; contact person, and table of contents.
  - B. A clear and concise response as to why the City of Beverly Hills should select your firm for this work.
  - C. Statement of qualifications of Design Project Team.
  - D. A detailed description of similar projects successfully completed by the proposed Project Team in the last eight years. Relevant experience illustrating the proposed Project Team's capabilities, which must include description of work, performed for other public agencies specifically managed by the

designated Project Manager. Include a list of clients for which your firm has completed similar Plans since 2010. Include the name, telephone number, and email address of a contact person for each client who can verify the information provided.

- E. Provide a brief narrative indicating the management structure of your firm, the tenure of management, and ownership of the firm.
  - F. Resume of the Project Manager that will be assigned to work as the “lead person” on this project who will be the City's main liaison. Include a detailed description of the assigned Project Manager's experience with similar projects and indicate their role in each project.
  - G. Firm personnel experience - A list of the Design team personnel who will actually be assigned to perform substantial amounts of the design work on this project. Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will actually work on this project.
  - H. Sub-consultant personnel experience - Names and addresses of any outside sub-consultants, associates and contractors who you are proposing to be involved with on this project. Include each proposed company’s experience and qualifications as described in G above for firm’s personnel.
  - I. A detailed proposed scope-of-work and methodology consisting of individual tasks for the design project. This scope-of-work will be used as a basis later for project deliverables and invoice payments.
  - J. Project Schedule – A proposed time schedule and a method of assuring that the time schedule is met, including the name of the person responsible for the time schedule. Please include two weeks of review time for each project deliverable due to the City.
  - K. Conflict of Interest – Provide certification that there are no personal or organizational conflicts of interest with City of Beverly Hills interests.
2. The second envelope which must be sealed, clearly identified as "Cost Proposal" shall contain the following information:
- A. The "not-to-exceed" cost proposal should break down the various elements of cost for the project into individual tasks. The cost breakdown shall at the very minimum reflect the tasks and sub-tasks as described in this Request for

Proposal. The cost proposal shall also breakdown costs into Phase 1 and Phase 2, as described in the preceding sections of this request. All fees and expenses should be incorporated into the cost proposal with all printing, copying, travel and miscellaneous costs estimated to be accrued during the life of the contract included into the personnel hourly rates. Also, include any escalation or inflation factors anticipated into hourly rates. No increase in fees will be allowed during the life of the contract.

- B. The Consultant shall identify the number of technical and professional personnel hours (project manager and key professionals) for each task or sub-task. Payment for services is anticipated to be based on man-hours and fee schedule (personnel rate).

**NOTE:** This is a Qualifications Based Selection, therefore please be sure to place the fee proposal in a separate sealed envelope from the "Technical Proposal" so that an evaluation of the proposal based on merit only may be completed.

### **3.0 CONSULTANT SELECTION PROCESS**

A panel of City staff members from the Public Works, Community Development, and Fire Departments will review the submitted proposals based on the evaluation factors noted below. Proposals will be evaluated primarily on the demonstrated ability of the project design team members who will actually perform substantial amounts of the work on our project.

Proposals will be evaluated based on the following criteria:

1. Firm experience/reputation/workload - Experience of the firm in similar work and record of successful results of that work. Also considered will be the firm's ability to take on additional work, demonstrated understanding of the City's goals and purpose for this project, specific management approach and how the firm proposes to achieve the project's time goals, how well the firm's organizational structure shows sufficient depth for its present workload, and the firm's ability to offer the breadth and quality of services required for the project. **(30 points)**
2. Experience of the specific design personnel assigned to the design project team - A firm provides the resources but the individuals assigned to a project is a true reflection as to the final quality of the project. The City of Beverly Hills will give considerable weight to the individual qualifications and experience of the project team members who will actually do most of the design work on this project. Considerations will include qualifications of key personnel, project team member's individual experience and other qualifications, project manager's experience, sub-consultant's individual experience and other qualifications. **(30 points)**

3. Response to the project objectives outlined in this RFP – including demonstrated understanding of scope of project. **(25 points)**

5. Schedule - The proposed schedule for performing the work for the project. The selected firm should be ready to start work immediately after the design contract is awarded by City Council and a Notice-To-Proceed is issued. **(10 points)**

4. Adherence to proposal format. **(5 points)**

A contract may be negotiated for the project for the extent of services to be rendered and for the method of compensation. If agreement is not reached on the project, negotiations will be terminated. Negotiations may then be undertaken with the review panel's second choice for that project. When agreement is reached with the Consultant, a contract for the work will be prepared in final form, executed by the Consultant and submitted to the City Council of the City of Beverly Hills for approval and execution.

#### **4.0 PROPOSAL EVALUATION SCHEDULE**

The City shall utilize the following planning chart for the timetable and process of evaluating the proposals:

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| ➤ Proposals due and received by:      | <b>December 28, 2018, 2:00PM PST</b> |
| ➤ Recommend Council to approve Award: | January 22, 2018                     |
| ➤ Notice to Proceed with Phase I:     | January 28, 2018 (anticipated)       |

#### **5.0 GENERAL TERMS AND CONDITIONS**

This request for proposal does not commit the City of Beverly Hills to approve an Agreement, to pay any costs incurred in the preparation of a response to this proposal request, or to procure or contract for services or supplies. Respondents shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, or agent of the City that have influence in the selection of the Consultant for the purpose of influencing favorable disposition toward either their proposal packages or any other packages.

The Consultant shall carry General Liability Insurance, with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, combined single limit, naming the City, City Council and each of its members, and the officers and employees of the City, as additionally insured for purposes of the contract, such coverage not to be canceled unless a 30-day written notice is first given to the City.



The selected firm shall maintain in full force and effect at all times during the term of the agreement, professional liability insurance in the amount of Two Million Dollars (\$2,000,000) which shall provide coverage for any damages or losses suffered by the City as a result of any error or omission or neglect by the Consultant which arises out of the professional services required by the Agreement.

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.

## **6.0 CONTRACT BETWEEN CONSULTANT AND CITY**

The City will prepare a contract for implementation between the successful Consultant and the City. See **Attachment 3** for a sample of the City's contract agreement. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

### **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.

### **Withdrawal of Proposals**

Consultants 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.

### **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.

### **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.

### **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.

**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.

**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.

**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.

**Three (3) copies of the complete proposals including an electronic PDF copy in a flash drive must be received by the date and time specified in Section 4.0 of this RFP. Deliver or mail proposals to:**

Hand or Mail Deliveries: City of Beverly Hills – Public Works Department  
345 Foothill Road  
Beverly Hills, California 90210  
Attn.: **Daren Grilley, City Engineer**

**ATTACHMENTS**

Attachment 1: Sample Contract Agreement

**-END-**

**ATTACHMENT 1**

**SAMPLE CONTRACT AGREEEMNT**

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 Works.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above.

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

Section 3. Compensation. (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 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, 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) 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 and auto 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 this 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) 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 12 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 12 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:

\_\_\_\_\_  
Risk Mananger Name

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:

If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."

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

- 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"/> CONSULTANT'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: CONSULTANT agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT in the (performance of this agreement) construction of this project.

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

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

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

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

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

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

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