

Monday, March 6, 2017

**NOTICE INVITING PROPOSALS FOR PRESSURE WASHING SERVICES AT CITY
PARKING FACILITIES**

The City of Beverly Hills invites prospective respondents to submit proposals for a pressure washing services contract for the City of Beverly Hills. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail and posted on the City's website at 3:00 p.m. (Pacific) on Monday, March 6, 2017. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Thursday, March 30, 2017 via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service, common carriers, or City employees outside of the City Clerk's Office. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Genevieve Row, Parking Services Manager, for response, and sent via e-mail to: grow@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Logan Phillippo, Management Analyst at lphillippo@beverlyhills.org, on all inquiries. Any inquiry should state the question only, without additional information.

Respondents to the RFP must submit three (3) hard copies, and one (1) electronic copy in editable format (CD, DVD, or flash drive) of their proposal in a sealed envelope. The envelope should be clearly marked as shown below.

**Proposal for Pressure Washing Services at City Parking Facilities
Bid No.17-8
Attention: Genevieve Row
C/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

Once opened, all proposals will become the property of the City. They will not be returned, and are subject to the California Public Records Act.

REQUEST FOR PROPOSALS

Date of Request: Monday, March 6, 2017

Bid Number: 17-8

Item Description: The City of Beverly Hills Public Works Department is seeking proposals for pressure washing at City parking facilities. The Public Works Parking Services Bureau provides management services for nineteen parking structures, totaling more than 2.8 million square feet of concrete space, and serves more than 3.5 million customers each year. Most parking structures are located in the City's downtown business triangle and serve nearby retail, restaurant and office establishments. Parking is often the first and last impression of a customer's experience while visiting Beverly Hills. Access to safe, clean, and efficient facilities promotes the City as a world-class community. The City would like proposals to emphasize pressure washing methods that promote water conservation.

Mandatory Site Visit: Parking Operations Center,
455 N Crescent Drive, Beverly Hills, CA
Thursday, March 16, 2017 at 9:30 a.m. (Pacific)

The office is located in the southwest corner on Level 1 of the Parking Structure.

All attendees must RSVP **at least 24 hours in advance** by sending an email indicating interest to grow@beverlyhills.org copy to lphillippo@beverlyhills.org.

The location of this meeting is subject to change, depending on the number of responses.

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Question Period: Thursday, March 16 through Thursday, March 23 at 5:00 p.m. (Pacific). All inquiries must be received via e-mail during this period.

Only substantive inquiries will receive a response. 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.

Following the Mandatory Site Visit, all substantive inquiries will be answered in a timely manner via email. The original question and response will be distributed to all attendees of the Mandatory Site Visit. Any significant modifications to the RFP may result in the issuance of an Addendum to the RFP.

All emails must be sent to both: lphillippo@beverlyhills.org copy to grow@beverlyhills.org.

Open Date and Time 2:00 p.m. (Pacific) on Thursday, March 30, 2017

Evaluation Period: Thursday, March 30, 2017 through Friday, April 07, 2017
(tentative)

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SECTION 1.0: ADDITIONAL BID INSTRUCTIONS AND REQUIREMENTS

1.1 TERMS AND DEFINITIONS

In this Request for Proposals, the following definitions apply.

“**City**” means the City of Beverly Hills.

“**Contractor**” means the successful Proposer(s) to this Request for Proposal who enters into a contract with the City.

“**Must**” or “**Mandatory**” means a requirement that must be met in order for a Proposal to receive consideration.

“**Proposer**” and “**Respondent**” means an individual, Contractor, firm or group that submits, or intends to submit a Proposal in response to the RFP.

“**Proposal**” or “**Bid**” means a Proposers’ Proposal submission to the City in response to the RFP and includes proposed pricing.

“**RFP**” means Request for Proposal.

“**Services**” or “**Work**” means all requirements of this RFP to complete the Pressure Washing Services to the satisfaction of the City.

1.2 CHANGES TO THE RFP DOCUMENT AND BID FORM

Proposers must not alter any portion of the RFP document or Bid Form, to do so will invalidate the submission of the Proposal. On the Bid Form, only fill out the appropriate boxes and blank spaces where indicated.

1.3 CHANGES TO THE PROPOSAL WORDING AND CONTENT

The Proposer will not be allowed the opportunity to change the content of its Proposal after proposals are opened and no words may be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the City.

1.4 EXAMINATION OF DOCUMENTS

By submitting a Proposal, the Proposer will be held to have personally examined the documents, carefully read the requirements and specifications, and have satisfied themselves as to their ability to meet all the requirements execute the proposed contract, and agrees that the Proposer shall make no claims against the City based on errors, omissions, or misunderstanding of the provisions of this RFP or contract.

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Proposers will not be given payments or consideration for conditions that should have been determined by or during the above inspections.

1.5 LIABILITY FOR ERRORS

No Proposal shall be altered, amended, or withdrawn after the opening date and time of the RFP. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened. While the City has made considerable efforts to ensure an accurate representation of information, the information contained in this RFP is supplied solely as a guideline for the Proposer and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proposer from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

1.6 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn only by written notice, provided such notice is received at the Office of the City Clerk prior to the opening date and time.

1.7 PROPOSER'S EXPENSES

Proposers are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the City, if any. If the City elects to reject all Proposals, the City will not be liable to any Proposer for any claims, whether for costs or damages incurred by the Proposer in preparing the Proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

1.8 IRREVOCABILITY OF PROPOSALS

At the appointed opening date and time, all Proposals become irrevocable. By submission of a Proposal, the Proposer agrees that should its Proposal be selected, the Proposer will enter into a contract with the City. Proposals shall be irrevocable and shall remain open for acceptance by the City for ninety (90) days after the opening date.

1.9 CONFLICT OF INTEREST

By submitting a Proposal, the Proposer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proposer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict of interest.

1.10 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

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Proposal process at any time before or after the open date and time without award. The City may award the contract to multiple contractors. Any implications that the lowest or any Proposal will be accepted, is hereby expressly negated.

1.11 TERM OF CONTRACT

The scope of services (scope) will govern the performance of services noted within, for an initial period ending June 30, 2018 with four (4) optional annual one-year periods of extension, for a total contract term of up to five (5) years. The contract shall become effective on execution of the contract for services and shall expire one year from execution date unless extended. The City does not imply that the contract, as written, or the resulting contract for services, will be extended.

1.12 PREVAILING WAGES

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1". These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

1.13 INSURANCE

Upon award of contract, Contractor will be obligated to file certificates of insurance evidencing coverage as specified in the proposal documents and in a form acceptable to the City. The certificate(s) shall be on the City's standard proof of insurance form.

1.14 PRICES

Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of any resulting contract: i.e. for one (1) year, two (2) years, three (3) years, (4) years, or (5) years. Escalation provisions, as shown, shall be the maximum dollar amount and a maximum percentage amount due upon extension of this contract.

1.15 PROPOSAL PRICING

The Proposer shall complete Proposal Pricing as requested in the Bid Form. Incomplete Proposals may be considered unresponsive and will be eliminated for consideration. Escalation clauses, if any, may be clearly identified. Escalation provisions shall be shown as a total percentage change from the first year base contract total and expressed as a total dollar change from the first year base contract amount.

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1.16 NEGOTIATIONS

It is the intent of the City to ensure the City has the flexibility it needs to arrive at a mutually agreeable final contract. Negotiations may be held with the potential Contractor(s) including, but not limited to, matters such as minor price adjustments, minor changes to the specifications/requirements. It is not the intent of the City to allow for new or significantly altered Proposals. The City is not obligated to any Proposer in any manner until the contract has been executed and signed by an authorized agent of the City and an official City of Beverly Hills Purchase Order issued.

1.17 DISPUTE RESOLUTION

Any dispute regarding the Proposal process or award must be submitted to the City's Parking Services Bureau within (10) business days of the award date. Any protests not received within the (10) day period shall be deemed a waiver of rights.

1.18 OWNERSHIP OF PROPOSALS AND CALIFORNIA PUBLIC RECORDS ACT

All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to the RFP become the property of the City and are subject to the the California Public Records Act.

1.19 ADDENDA TO RFP

Modifications to the RFP document may be issued by City up to one week before the bid open date and time. Proposers must acknowledge receipt of any addenda to this RFP on the bid form.

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SECTION 2.0: SUBMITTAL AND SPECIFICATIONS

Proposers shall submit a pressure washing work plan and proposal for nineteen City parking facilities, described in the table below, according to all requirements and specifications. The Proposer selected (or “Contractor”) shall adhere to all specifications.

Once awarded, Contractor shall provide pressure washing services at all City Parking Facilities, described in the table below, as directed by the City Parking Services Manager or designee.

Facility Address	Parking Spaces	ADA Spaces	Square Footage	# of Stairwells	Levels
345 N. Beverly Dr.	287	7	145,000	2	6
216 S. Beverly Dr.	233	8	90,500	2	5
9510 Brighton Way	249	8	126,000	2	6
440 N. Camden Dr.	364	8	154,000	2	7
450 N. Rexford Dr.	530	19	216,400	3	7
438 N. Beverly Dr. - 439 N. Canon Dr.	408	8	190,000	2	4
241 N. Canon Dr. - 242 N. Beverly Dr.	641	21	329,740	3	4
9333 W. Third St.	510	9	187,518	2	5
461 N. Bedford Dr.	468	11	205,200	2	7
333 N. Crescent Dr.	515	14	247,900	3	6
221 N. Crescent Dr.	713	8	345,120	2	5
9361 Dayton Way	221	7	103,870	2	3
SM-1 485 N. Beverly Dr.	72	3	35,280	2	2
SM-2 485 N. Rodeo Dr.	69	3	33,810	2	2
SM-3 485 N. Camden Dr.	72	3	35,280	2	2
SM-4 485 N. Bedford Dr.	71	3	34,790	2	2
SM-5 485 N. Roxbury Dr.	113	5	55,370	2	2
450 N. Crescent Dr.	481	7	185,805	3	3
321 S. La Cienega Dr.	319	8	129,000	0	1

CONTRACTOR shall provide the following services, described below.

“**Basic Cleaning**” means the removal of all oil, dirt, grease, tire dust, and other substances that may be found in parking garages. All restrictions and services described below to a “Basic Cleaning”. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

- All floor surface areas of the garage, including parking stalls, driving lanes, ramps, entry/exit lines or other painted surfaces
- All railings and stairwells throughout the parking facility
- All horizontal surfaces of the facility interior

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ADD-ON SERVICES

“Add-on Walls” means that Contractor is already in the City working in other power cleaning projects for the City. This is cleaning the walls, columns, and vertical surfaces up to 10 feet to be performed in conjunction with the Basic Cleaning. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

“Add-on Ceilings” means that Contractor is already in the City working in other power cleaning projects. This includes pipes, conduits, walls greater than 10 feet, and light fixtures. Cleaning of the ceilings will consist of removing dust, dirt, cob webs, and washing areas where it is applicable. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

“Add-on Gum Removal” means that Contractor is already in the City working in other power cleaning projects for the City, this is using special tools to either wash away or scrape away gum that has been stepped on or driven over and imbedded in the parking deck and/or stairwells. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

“Add-on Exterior Cleaning” means that Contractor is already in the City working in other power cleaning projects for the City, this is power cleaning all surfaces on the exterior of the facility, removing any specific marks or graffiti. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

STAND ALONE SERVICES

“Stand-Alone Stairs” means that Contractor is not working in a power cleaning project for the City and comes specifically to power clean, wash/scrub stairs. Remove any stains, remove gum, disinfect remove gum, disinfect and add air freshener. *Pricing should be listed on a per-level basis in the Bid Form.*

“Stand-Alone Walls” means that Contractor is already in the City working in other power cleaning projects for the City. This is cleaning the walls, columns, and vertical surfaces up to 10 feet to be performed in conjunction with the Basic Cleaning. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

“Stand-Alone Ceilings” means that Contractor is already in the City working in other power cleaning projects. This includes pipes, conduits, walls greater than 10 feet, and light fixtures. Cleaning of the ceilings will consist of removing dust, dirt, cob webs, and washing areas where it is applicable. *Pricing for this service shall be listed on a per-facility basis in the Bid Form.*

“Stand-Alone Gum Removal” means that Contractor is not working in a power cleaning project for the City and comes specifically to remove gum using special tools to either wash away or scrape away gum that has been stepped on or driven over and imbedded in the parking deck and/or stairwells. *Pricing should be listed on a per 100-square-foot basis in the Bid Form.*

“Stand-Alone Exterior Cleaning” means that Contractor is not working in a power cleaning project for the City and comes specifically to power cleaning all surfaces on the exterior of the facility, removing any specific marks or graffiti. *Pricing should be listed on a per 100-square-foot basis in the Bid Form.*

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SPECIFICATION 1 WATER CONSERVATION

Proposers shall provide a description of the reclaiming and disposal process with the RFP submittal. Proposals shall list an estimated volume of water, in gallons, used to clean an area of 600 square feet according to the methods Proposers describe in their corresponding RFP Proposal

Contractor shall implement pressure washing methods and use pressure washing equipment that minimizes water usage and water waste. Contractor shall obtain water from City-approved non-potable water sources, unless otherwise notified by City, such as the Cabrillo Reservoir, which may require special trucks and other equipment for access. All water and wastewater generated from the act of cleaning the facilities shall be properly hauled and treated off-site.

Contractor shall comply with all federal, state and local regulations. Contractor shall include a copy of all currently held permits and legal proof of compliance. Contractor shall provide a copy of all necessary permits, manifests and proof of legal disposal at an approved facility. Documentation shall be provided to City without demand upon receipt by Contractor. The City promotes water alternatives in addition to water use best practices and conservation efforts.

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SPECIFICATION 2 TIME OF WORK

Contractor shall perform work during approved hours only, as listed in the table of approved pressure cleaning hours, below. Approved hours are set at the sole direction of the City and are subject to modification from those listed in the table. No work shall be performed prior to City notification and approval.

Facility Address	Approved Pressure Washing Time		
	Monday – Friday	Saturday	Sunday
345 N. Beverly Dr.	11pm to 5am	11pm to 6am	11pm to 8am
216 S. Beverly Dr.	6am to 10am	6am to 10am	6am to 10am
9510 Brighton Way	9pm to 7am	9pm to 7am	9am to 10am
440 N. Camden Dr.	11pm to 5am	1am to 6am	1am to 6am
450 N. Rexford Dr.	10pm to 4am	9pm to 7am	9pm to 6am
438 N. Beverly Dr. - 439 N. Canon Dr.	12am to 5am	1am to 7am	12am to 7am
241 N. Canon Dr. - 242 N. Beverly Dr.	12am to 5am	12am to 5am	12am to 7am
9333 W. Third St.	10pm to 4am	10pm to 7am	9pm to 7am
461 N. Bedford Dr.	10pm to 5am	10pm to 5am	All Day
333 N. Crescent Dr.	Not Permitted	9am to 6pm	9am to 6pm
221 N. Crescent Dr.	11pm to 6am	10pm to 6am	10pm to 6am
9361 Dayton Way	Not Permitted	9am to 8pm	9am to 8pm
SM-1 485 N. Beverly Dr.	10pm to 4am	12am to 5am	11pm to 5am
SM-2 485 N. Rodeo Dr.	10pm to 4am	12am to 5am	11pm to 5am
SM-3 485 N. Camden Dr.	10pm to 4am	12am to 5am	11pm to 5am
SM-4 485 N. Bedford Dr.	10pm to 4am	12am to 5am	11pm to 5am
SM-5 485 N. Roxbury Dr.	10pm to 4am	12am to 5am	11pm to 5am
450 N. Crescent Dr.	11pm to 4am	12am to 5am	All Day
321 S. La Cienega Dr.	Not Permitted	9am to 8pm	9am to 8pm

SPECIFICATION 3 PRE-PRESSURE WASHING SITE WALK

A pre-pressure washing site walk shall take place with the City and Contractor prior to conducting any pressure washing. During this meeting, the City may describe areas that need special attention.

During this meeting, Contractor shall provide the contact information of an on-site point person. If there is a need for an on-site meeting due to an emergency or unexpected conditions that may be caused by water damage or any other related problems caused by the service, the point person shall respond accordingly.

Contractor shall take photographs of the site before pressuring washing takes places. These photographs do not need to be to be exhaustive of the site, but should show the general

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condition of the structure. Complex areas, or areas with sensitive equipment, should also be photographed. Contractor shall report any damages before starting work. If unreported damages are discovered after work is performed, Contractor may be responsible for the costs associated with correcting such damages.

SPECIFICATION 4 EXTREME CARE

Contractor must take extreme care to not allow water to enter into any building (i.e. under doors), carpeted areas, elevators and elevator shafts. Contractor shall be responsible for protecting all electrical lighting, elevator equipment, parking revenue equipment, parking space monitoring and other equipment and areas as necessary.

Contractor shall assume full responsibility for covering (and uncovering after work is complete) all equipment that could be damaged by pressure washing equipment. Such equipment may include, but is not limited to, electrical outlets, alarms, sensors, space monitoring equipment, parking ticket payment equipment, parking facility entry/exit equipment, signage, electric vehicle charging equipment, etc. Such equipment shall be covered in such a manner so as to protect equipment from any damage related to pressure washing or Contractor's work. Contractor shall be responsible for any costs associated with activating alarms due to improper care. This will include, but is not limited to, full payment of any Fire Department response fees for false alarms.

All drains must be covered /sealed so no runoff shall be deposited. No runoff shall reach the street or storm drains at any time.

SPECIFICATION 5 BEFORE AND AFTER PHOTOGRAPHS

Contractor shall take photographs of the parking facility after pressure washing work is completed. These photographs should be of the same locations and angles of those taken in the pre-pressure washing site walk.

Contractor shall provide photographs to City in a post-pressure washing report.

SPECIFICATION 6 POST-PRESSURE WASHING REPORT

Contractor shall provide the City with a report of the work performed by 10:00 am the business day directly after pressure washing work is conducted. The report shall include a walk-through with the City Parking Services Manager or designee and shall include the following information. At this time, the City may identify areas where work should be corrected.

- Address of the location serviced
- Area and type of work performed (i.e., basic cleaning, gum removal, etc.)
- Problems incurred, if any, specifying damages and how clean up was performed

Failure to supply this report at this designated time is subject to a \$100 credit to City on the associated invoice for such work. This \$100 credit shall accumulate daily (\$100 per day, starting at 10:00 am the business day directly after work is completed) until either the report is submitted or the accumulated credit reaches the cost of services provided.

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SPECIFICATION 7 DEFECIENCIES IN WORK

Deficiencies in the Work are to be corrected at no additional cost to the City within three (3) calendar days from the date of the inspection unless otherwise agreed to by the Parking Services Manager or designee.

Failure to correct deficiencies in work within this designated timeframe is subject to a \$100 credit on the associated invoice for such work. This \$100 credit shall accumulate daily (\$100 per day, starting day after work began) until either all deficiencies are corrected or the total of (1) the accumulated credit reaches the cost of services provided by Contractor AND (2) the cost to the City to correct the deficiencies.

SPECIFICATION 8 NOISE

Contractor shall recognize that some parking facilities are in close proximity to residential and retail units and shall make all efforts possible to mitigate noise disturbances. If complaints are received then the City reserves the right to change the working hours at no additional cost to the City.

SPECIFICATION 9 EXTERIOR DOORS

Contractor shall make all efforts to ensure exterior doors such as, but not limited to, stairwell doors remain closed while performing work and after performing work. At no point shall doors be propped open unless required for successful performance of work. Contractor shall ensure that all exterior doors remain secured at all times.

SPECIFICATION 10 HOT WATER

Contractor shall use hot water to clean all facilities, unless determined by City to be problematic to proper functioning of equipment and/or the customer experience.

SPECIFICATION 11 WATER PUDDLES

Contractor shall ensure that water does accumulate into puddles in facilities, such as in uneven areas of the parking structure floors or corners and near stairwells.

SPECIFICATION 12 APPLICABLE REGULATIONS

All products, services and supplies must comply with all Federal and local regulations. The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Work.

SPECIFICATION 13 PERMITS AND LICENSES

Contractor and Contractor's employees, agents, and vehicles shall have and maintain permits and licenses as required by law for the execution of Work related to this contract.

The Contractor will be required to conform to all Federal, State, and local laws and regulations that may apply to the operation of this contract. The Contractor is required to obtain and pay for all necessary permits, license and inspection fees. Contractor shall provide certified copies of required permits/licenses shall be available upon request by the City.

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SPECIFICATION 14 EQUIPMENT, MATERIALS AND SUPPLIES

All equipment shall be required to conform to the height restrictions of the individual parking facilities, the lowest of which is 6'5". All cleaning agents to be approved by the Parking Services Manager prior to use and must be environmentally friendly; and Material Safety Data Sheet (MSDS) sheet must be provided to the City.

SPECIFICATION 15 CLEAN UP

The Contractor shall be responsible for the removal of all equipment, debris, excess and extraneous materials from the site and leave the Work and surrounding areas affected clean and ready for public use. All debris is to be removed and properly disposed, not allowing any debris to enter the catch basins.

SPECIFICATION 16 CONTRACTOR RESPONSIBILITIES

The Contractor shall inform the City prior to proceeding with any work activities that may be hazardous to workers of the City or Contractor, of other employers or other persons at or near the work site so that safety precautions can be initiated and/or coordinated. Contractor shall list all materials used in the performance of this service, specify if/how treatment may contribute to the future upkeep of the parking facilities, and specify any side-effects or limitations of the materials or process.

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SECTION 3.0: INSURANCE AND INDEMNIFICATION REQUIREMENTS

The Proposer selected (or "Contractor") shall at all times during the term of the resulting contract carry, maintain, and keep in full force and effect, 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.

Contractor shall at all times during the term of the contract carry, maintain, and keep in full force and effect, 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 services required by the contract.

Contractor agrees to maintain in force at all times during the performance of work under the contract workers' compensation insurance as required by law.

Contractor shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of the contract.

The policy or policies required by the contract 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.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the contract or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

At all times during the term of the contract, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the contract, file with the City Clerk such certificate or certificates.

The policies of insurance required by the contract shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the contract 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 contract.

The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall

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not contribute with it. The policies of insurance required by the contract shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

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.

Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorney's fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this contract.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4.0: FORMAT OF RESPONSE/PROPOSAL

Respondents interested in submitting a proposal shall include the following in their bid packet.

Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.

4.1 BID FORM

The Bid Form must be filled out in its entirety. An authorized representative of the firm must sign the response. The name and title of the representative must be included where indicated, and the response containing the original signature should be clearly marked "Original."

4.2 STATEMENT OF INTEREST

A formal transmittal letter on official company letterhead, this statement should indicate your firm's general interest and capability to meet the City's requirements.

4.3 GENERAL FIRM INFORMATION AND CONTACT PERSON

Please include the name, address, and telephone number for your firm and the contact information and e-mail of the key contact person for any questions regarding your response.

4.4 COMPANY BACKGROUND AND EXPERIENCE

Please provide a brief company background including a brief description of services provided and company experience.

4.5 COMPANY FINANCIAL INFORMATION

Please provide a current company financial statement to demonstrate your firm's financial stability.

4.6 RESPONDENT'S REFERENCES

Respondent must provide a minimum of three (3) references reflecting similar requirements to those of the City.

4.7 SCOPE OF WORK

Following "Section 2.0 Submittal and Specifications", indicate that Respondent is able to fulfill the requirements as detailed in Section 5, and add any additional information,

Bid No. 17-8
Pressure Washing Services at City Parking Facilities

commentary or notes that may be necessary to illustrate compliance with the requirements of the RFP.

4.8 SAMPLE AGREEMENT

Carefully review the attached sample agreement. Detail any proposed modifications.

SECTION 5.0: ACCEPTANCE OF PROPOSAL

5.1 CITY ACCEPTANCE AND REJECTION OF BIDS

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City.

5.2 CITY SELECTION OF BIDS

The City will select the Contractor(s) in any manner at the sole discretion of the City to be deemed in the best interest of the City. The selection may include a single Contractor for the entire scope of work, multiple Contractors for all work at specific facilities, multiple Contractors for specific work at all facilities, or in any other manner deemed to be in the best interest of the City. For example, a Contractor may be selected to provide basic cleaning for the parking structures while another vendor may be selected to provide basic cleaning for the metered parking structures. One Contractor may be selected to perform gum removal while another Contractor is selected to perform stairwell cleaning only. These examples are provided for context only and the actual award of the contract may vary and is not limited to the examples provided.

5.3 INTERVIEW SESSIONS OR PRESENTATIONS

The City reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of such a request. No cost allowance shall be permitted for this requirement.

Bid No. 17-8
Pressure Washing Services at City Parking Facilities

BID FORM

(Must be completed by Respondent)

The Proposer shall complete Proposal Pricing as requested in this Bid Form on this page and subsequent pages for the following tables: Basic Cleaning, Add-On Services, and Stand-Alone Services. Incomplete Proposals may be considered unresponsive and will be eliminated for consideration.

As indicated in Section 1.11 of this RFP, the initial term of the contract shall be through June 30, 2018. At the sole discretion of the City, the contract may be extended for up to four (4) one-year periods. Prior to extension of the contract, Contractor may submit a written request for an annual price escalation, which shall apply to all services listed in this RFP. The price escalation may not exceed 3.0% from the immediate prior period to the next period, and is subject to City's written approval.

The following checklist is provided for the convenience of both the Proposer and the City to help eliminate errors or omissions which may render a bid incomplete. Please check all appropriate lines below and submit this page with your proposal.

- 1. BID FORM _____
- 2. STATEMENT OF INTEREST _____
- 3. GENERAL FIRM INFORMATION AND CONTACT PERSON _____
- 4. COMPANY BACKGROUND AND EXPERIENCE _____
- 5. COMPANY FINANCIAL INFORMATION _____
- 6. RESPONDENT'S REFERENCES _____
- 7. SCOPE OF WORK _____
- 8. PROPOSED MODIFICATION TO SAMPLE AGREEMENT, IF ANY _____
- 9. ACKNOWLEDGEMENT OF ALL ADDENDA, IF ANY, BELOW _____

Addendum Number	Date Received	Signature

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____
 Name Title

 Signature

Pressure Washing Services at City Parking Facilities

BASIC CLEANING

Facility Address	Dollar Amount Per Facility
345 N. Beverly Dr.	
216 S. Beverly Dr.	
9510 Brighton Way	
440 N. Camden Dr.	
450 N. Rexford Dr.	
438 N. Beverly Dr. - 439 N. Canon Dr.	
241 N. Canon Dr. - 242 N. Beverly Dr.	
9333 W. Third St.	
461 N. Bedford Dr.	
333 N. Crescent Dr.	
221 N. Crescent Dr.	
9361 Dayton Way	
SM-1 485 N. Beverly Dr.	
SM-2 485 N. Rodeo Dr.	
SM-3 485 N. Camden Dr.	
SM-4 485 N. Bedford Dr.	
SM-5 485 N. Roxbury Dr.	
450 N. Crescent Dr.	
321 S. La Cienega Dr.	

Pressure Washing Services at City Parking Facilities

ADD-ON SERVICES

Facility	Dollar Amount Per 100 Square Feet			
	Walls	Ceilings	Gum Removal	Exterior Cleaning
345 N. Beverly Dr.				
216 S. Beverly Dr.				
9510 Brighton Way				
440 N. Camden Dr.				
450 N. Rexford Dr.				
438 N. Beverly Dr. - 439 N. Canon Dr.				
241 N. Canon Dr. - 242 N. Beverly Dr.				
9333 W. Third St.				
461 N. Bedford Dr.				
333 N. Crescent Dr.				
221 N. Crescent Dr.				
9361 Dayton Way				
SM-1 485 N. Beverly Dr.				
SM-2 485 N. Rodeo Dr.				
SM-3 485 N. Camden Dr.				
SM-4 485 N. Bedford Dr.				
SM-5 485 N. Roxbury Dr.				
450 N. Crescent Dr.				
321 S. La Cienega Dr.				

Pressure Washing Services at City Parking Facilities

STAND-ALONE SERVICES

Dollar Amount Per Level	Dollar Amount Per 100 Square Feet			
Stairs	Walls	Ceilings	Gum Removal	Exterior Cleaning

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR PRESSURE WASHING
SERVICES AT CITY PARKING FACILITIES

NAME OF CONTRACTOR: NAME

RESPONSIBLE PRINCIPAL OF CONTRACTOR: NAME, TITLE

CONTRACTOR'S ADDRESS: Street Address
City, State, Zip Code
Attention: Name, Title

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Genevieve Row, Parking
Services Manager

COMMENCEMENT DATE: January 1, 2017

TERMINATION DATE: June 30, 2018, unless extended pursuant
Section 2 of this Agreement

CONSIDERATION: Not to exceed \$XXX,XXX.XX

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONTRACTOR'S NAME FOR PRESSURE WASHING
SERVICES AT CITY PARKING FACILITIES

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

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 receipt of a written 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) Compensation

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

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement

(including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR 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 CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

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 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.

(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 B+;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. 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 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.

(g) 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.

Section 12. Indemnification. 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, attorneys 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.

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. Changes in the Scope of Work. 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 CONTRACTOR 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 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 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 CONTRACTOR.

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

MAHDI ALUZRI
City Manager

CONTRACTOR:

CONTRACTOR NAME
Title

CONTRACTOR NAME
Title

APPROVED AS TO CONTENT:

GEORGE CHAVEZ
Assistant City Manager /
Director of Public Works

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

[SUBMITTAL AND SPECIFICATIONS TO BE INSERTED]

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in a total amount not to exceed XXXXXXXX (\$XXX,XXX.XX), according to the rates listed in the tables of this Exhibit B: Basic Cleaning, Add-On Services, Stand Alone Services, and Annual Price Escalation.

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

BASIC CLEANING

Facility Address	Dollar Amount Per Basic Cleaning
345 N. Beverly Dr.	
216 S. Beverly Dr.	
9510 Brighton Way	
440 N. Camden Dr.	
450 N. Rexford Dr.	
438 N. Beverly Dr. - 439 N. Canon Dr.	
241 N. Canon Dr. - 242 N. Beverly Dr.	
9333 W. Third St.	
461 N. Bedford Dr.	
333 N. Crescent Dr.	
221 N. Crescent Dr.	
9361 Dayton Way	
SM-1 485 N. Beverly Dr.	
SM-2 485 N. Rodeo Dr.	
SM-3 485 N. Camden Dr.	
SM-4 485 N. Bedford Dr.	
SM-5 485 N. Roxbury Dr.	
450 N. Crescent Dr.	
321 S. La Cienega Dr.	

ADD-ON SERVICES

Facility Address	Dollar Amount by Facility			
	Walls	Ceilings	Gum Removal	Exterior Cleaning
345 N. Beverly Dr.				
216 S. Beverly Dr.				
9510 Brighton Way				
440 N. Camden Dr.				
450 N. Rexford Dr.				
438 N. Beverly Dr. - 439 N. Canon Dr.				
241 N. Canon Dr. - 242 N. Beverly Dr.				
9333 W. Third St.				
461 N. Bedford Dr.				
333 N. Crescent Dr.				
221 N. Crescent Dr.				
9361 Dayton Way				
SM-1 485 N. Beverly Dr.				
SM-2 485 N. Rodeo Dr.				
SM-3 485 N. Camden Dr.				
SM-4 485 N. Bedford Dr.				
SM-5 485 N. Roxbury Dr.				
450 N. Crescent Dr.				
321 S. La Cienega Dr.				

STAND-ALONE SERVICES

Dollar Amount Per Level	Dollar Amount Per 100 Square Feet			
Stairs	Walls	Ceilings	Gum Removal	Exterior Cleaning

At the sole discretion of the City, the termination date may be extended for up to four (4) additional one-year periods. Prior to extension of the agreement, Contractor may submit a written request for an annual price escalation, which shall apply to all services listed in this Exhibit B. The price escalation may not exceed 3.0% from the immediate prior period to the next period and is subject to City approval.

ANNUAL PRICE ESCALATION

Period	Escalation Percentage
Extension 1: July 1, 2018—June 30, 2019	Not to Exceed 3.0% from prior period
Extension 2: July 1, 2019—June 30, 2020	Not to Exceed 3.0% from prior period
Extension 3: July 1, 2020—June 30, 2021	Not to Exceed 3.0% from prior period
Extension 4: July 1, 2021—June 30, 2022	Not to Exceed 3.0% from prior period

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

AGENCY: _____

TITLE: _____
ADDRESS: _____
