



AGENDA REPORT

Meeting Date: December 5, 2017
Item Number: D-13B
To: Honorable Mayor & City Council
From: George Chavez, Assistant City Manager
Logan Phillippo, Senior Management Analyst *LP*
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
WZI, INC. FOR CONSULTING SERVICES; AND

APPROVAL OF AN APPROPRIATION OF \$460,000 FROM THE
GENERAL FUND; AND

APPROVAL OF A CORRESPONDING PURCHASE ORDER TO
WZI, INC. FOR THESE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends the City Council move to (1) approve an Agreement between the City of Beverly Hills and WZI, Inc. for Consulting Services, (2) approve an appropriation of \$460,000 from the General Fund into a newly created capital improvement program related to the oil well plugging project, and (3) approve a corresponding purchase order to WZI, Inc. in the amount of \$460,000.

INTRODUCTION

Staff is submitting this Agenda Item in two parts. Part A includes a recommended Agreement between the City and the District. Part B includes this recommended Agreement between the City and WZI, Inc. for professional consulting services.

WZI, Inc. ("WZI") is an environmental and consulting engineering company, which offers professional and technical services in regulatory compliance, geoscience, hydrology, site characterization, hazardous waste management, and environmental impact assessment. The company currently provides oil facility consulting services for the Beverly Hills Unified

School District ("District"). Staff is recommending City Council approve the attached Agreement, which would provide for technical assistance and project management services related to a project to abandon and plug oil wells on District property located at the 9865 Olympic Boulevard facility in Beverly Hills ("Project").

DISCUSSION

Through providing services to the District, WZI has demonstrated its expertise and substantial experience in providing technical support related to oil well sites and has become highly familiar with the facility conditions and operations. As such, staff recommends the company as the best qualified to provide technical expertise for the Project. Pursuant to Beverly Hills Municipal Code Section 3-3-113, professional services are exempt from bidding requirements. WZI has recommended plugging eighteen (18) oil wells at the facility, which have been shut off since the start of the calendar year. Having this Agreement and funding in place would allow the City to provide support for Project development, management, and implementation.

If approved by City Council, the Agreement will be effective upon City issuance of a notice to proceed with work. Additional terms and conditions of the Agreement include indemnification language and insurance requirements as recommended by the City's Risk Manager, the City right to terminate the agreement upon five (5) calendar days' written notice, a termination date of December 31, 2018 with option for extension for up to two (2) years at the City's sole discretion, and a not-to-exceed consideration of \$460,000 based on the hourly rates set forth in the Agreement for time and materials.

The Agreement's scope of work consists the following.

(1) Planning Level Support

This includes development of Project documents and Project bid documents, technical requirements and specifications, the scope of work for the plugging activities, prequalification parameters for public works bidding, permit applications with the California Department of Conservation Division of Oil, Gas and Geothermal Resources.

(2) Site Oversight

This includes inspections of the facility and facility operator, maintain site files on behalf of the City, reviewing daily monitoring reports, and providing technical review of the ongoing operations and oversight of any repairs.

(3) Site Abandonment Oversight

This includes oversight related to plugging activities for the oil wells, which involves continuous monitoring of the activity for timely task completion, use of all proper safety measures, and coordination with all applicable regulatory agencies.


(4) Other Related Activities

This includes additional Project support services, which may include review of historic records, participating in meetings with stakeholder groups, and providing other reviews and recommendations as directed by the City.

FISCAL IMPACT

Concurrently with this Agenda Item (Part A), staff is recommending City Council approval of an agreement with the District. More information can be found in the corresponding agenda report. The City would pay for all costs associated with the services in this recommended contract with WZI, subject to 50% reimbursement by the District at a future date as stipulated in District Agreement described in Part A of this report.

Staff recommends City Council approve an appropriation of \$460,000 from the Fiscal Year 2017-2018 General Fund balance into a newly created capital improvement program related to the oil well plugging Project. Staff currently anticipates that this amount will account for estimated expenses for consulting services related to this Agreement for development, management and oversight of the Project.



Don Rhoads
Approved By



George Chavez
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
WZI, INC. FOR CONSULTING SERVICES

NAME OF CONSULTANT: WZI, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Mary Jane Wilson, President

CONSULTANT'S ADDRESS: 1717 28th Street
Bakersfield, CA 93301
Attention: Mary Jane Wilson, President

CITY'S ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Shana Epstein, Director of Public Works

COMMENCEMENT DATE: Upon Receipt of Written Notice to Proceed

TERMINATION DATE: December 31, 2018, unless extended pursuant to Section 2 of this Agreement

CONSIDERATION: Not to exceed \$460,000.00, as more particularly described in Exhibit B.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
WZI, INC. FOR CONSULTING SERVICES

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 3. Compensation.

(a) Compensation

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

(b) Expenses

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

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

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

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

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

Section 11. Insurance.

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Five Million Dollars (\$5,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

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

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

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Five Million Dollars (\$5,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

(h) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

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

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

LILI BOSSE
Mayor

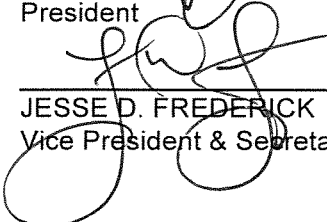
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:



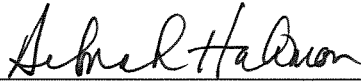
MARY JANE WILSON
President



JESSE D. FREDERICK
Vice President & Secretary

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



MAHDI ALUZRI
City Manager



SHANA EPSTEIN
Director of Public Works



VINCENT CHEE
Project Manager



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall provide consulting services related to a project for oil well site abandonment for the oil wells located at 9865 Olympic Boulevard in CITY ("Project") in accordance with the following tasks: Task 1, Planning Level Support; Task 2, Site Oversight; Task 3, Site Abandonment Oversight; Task 4, Other Related Activities as Requested by City.

Task 1: Planning Level Support

CONSULTANT shall:

- Develop reports and Project documents related to the site shut-in;
- Conduct risk analysis of individual wells to prioritize plugging activities;
- Conduct a noise study for the plugging operation with recommendations for noise abatement;
- Plan air monitoring and specifications for contracting third party monitoring;
- Develop a permitting and compliance plan for the ongoing shut-in operations and plugging activities, which shall include a list of permits, licenses and approvals;
- Develop specifications for well plugging program;
- Establish criteria for the prequalification of bidders for well plugging, which shall include the minimum qualifications of a potential bidder;
- Define the technical requirements and specifications for the plugging contract bidding processes that include the minimum qualifications of a potential bidder, the scope of work for the successful bidder and the plugging programs that will be approved by California Department of Conservation Division of Oil, Gas, and Geothermal Resources ("DOGGR");
- As part of the development of documentation, provide any necessary interface with the regulatory agencies necessary for successful Project completion, which includes, but is not limited to, developing and disseminating notifications to various agencies, completing and submitting permit applications, transfers, and ensuring compliance;
- Ensure CITY complies with all regulations for successful Project completion; and

As part of the development of the logistics for the planned plugging, provide interface with the Beverly Hills Unified School District ("BHUSD") and provide written progress updates to BHUSD and CITY.

Task 2: Site Oversight

CONSULTANT shall:

- Provide site oversight services on behalf CITY which shall include site visits, coordination with operators, agencies and CITY staff as they relate to the oil wells facility ("Facility");
- Maintain site files on behalf of CITY in the normal and customary fashion for an oil and gas operation until such time as the oil wells are abandoned, at which time the files will be archived at the direction of CITY;
- Review the daily site monitoring reports, which includes reviewing the daily reports of any additional offsite air emissions and noise monitoring with on-site and off-site contractors. CONSULTANT shall inform CITY of any related issues and provide recommendations for corrective action at the site when warranted;
- Provide corrective recommendations, which include the technical review of the ongoing operations and notice to CITY for review and approval of any alteration to rectify an identified deficiency or identified process improvement that increases the site safety;
- Provide engineering oversight of repairs, which may include any alteration to the site equipment. CONSULTANT shall review and track valves and piping for acceptable practices and outcomes. CONSULTANT shall direct any contractor making repairs to cease until correction is made to the repair process to ensure the appropriate outcome;
- Provide recommendations of actions deemed necessary to maintain or improve the safety of the site, which involves the oversight of the various site activities as the Facility functions are altered to align the Facility from a safe shut-in phase to the pre-plugging phase, the plugging phase and, ultimately, to the post-plugging phase. CONSULTANT shall notify CITY and seek CITY review and approval of any opportunities to improve site safety; and
- Submit regular bi-weekly, or as otherwise scheduled by CITY, written reports to CITY, which may include presentations, but is not limited to, CITY staff, Commissions, or the City Council.

Task 3, Site Abandonment Oversight

CONSULTANT shall:

- Provide technical contracting assistance to CITY for the oil well plugging program. This process will consist of bid reviews, contract negotiation and any scope definition, DOGGR permits, transfer applications for nineteen (19) wells and Notices of Intent for eighteen (18) wells, and SCAQMD permit reporting and notifications;
- Provide start-up interface with the site Facility operations and oil well plugging contractor. Once the contracts are let for plugging, CONSULTANT shall facilitate the

mobilization including logistics, impacts to CITY activity and impacts to BHUSD activity. CONSULTANT shall ensure that the plugging contractor pursues the safety requirements dictated in the plugging contract. Any deficiency shall be brought to CITY's attention immediately and CONSULTANT shall coordinate to ensure timely corrective measures are taken;

- Provide oversight of the plugging activities on behalf of CITY. This activity involves continuous monitoring of the activity for timely task completion, safety measures and potential off-site issues. Any deficiency shall be brought to CITY's attention immediately and CONSULTANT shall coordinate to ensure timely corrective measures are taken; and
- Provide quality and quality control. This activity shall entail close coordination with the plugging contractor and DOGGR staff to ensure requirements for a satisfactory abandonment are met.

Task 4, Other Related Activities as Requested by CITY

CONSULTANT shall provide support services related to oil and gas facilities, wells and activities as directed by CITY, which shall include, but is not limited to, reviewing records related to historic oil and gas facilities and associated wells that are of interest to CITY, completion of the necessary non-DOGGR permits and completion of forms related to site activities as directed by CITY.

Project Timeline

CONSULTANT shall prepare, maintain, and update a Project timeline, subject to the written approval of CITY.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement in a total amount not to exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), according to the rate schedule listed below.

The rate schedule below is effective as of June 1, 2017 and shall remain effective until such time that CONSULTANT provides thirty (30) days written notice of modification to the hourly rates.

Principals	\$175 - \$250 per hour
Senior Associates	\$100 - \$175 per hour
(Engineers/Geologists/Land Surveyor)	
Engineers/Geologists	\$ 90 - \$150 per hour
Scientists/Planners/Technicians	\$60 - \$125 per hour
Survey Crew*	
1-Man	\$125 per hour
2-Man	\$150 per hour

Labor rates for expert testimony, litigation support, and depositions/court appearances are subject to an additional premium of two (2) times the hourly rates listed above.

*CONSULTANT shall pay prevailing wages to all applicable trades in accordance with all State laws. CONSULTANT shall submit to CITY all appropriate certified payroll documentation with each invoice to CITY, as applicable, and CONSULTANT shall submit certified payroll documentation through the State Department of Industrial Relations online portal, as applicable. Both requirements are a condition for CITY approval of each invoice.

CITY shall reimburse CONSULTANT for the following types of expenses: travel; lodging; meals associated with long-distance travel; blueprint, reproduction, and photographic services; and any subcontracted services. These expenses shall be paid by CITY only when invoiced expenses include itemized receipts or invoices. CITY shall pay the rate of the direct cost to CONSULTANT plus a fifteen percent (15%) administration fee.

Attachment 1 to Exhibit B includes an estimate of costs by task. Both parties mutually understand that these costs are estimates that should generally follow, but may deviate from, these estimates.

CONSULTANT 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 CONSULTANT the undisputed amount of such undisputed billing within thirty (30) days of receipt of same.

ATTACHMENT 1 TO EXHIBIT B

ESTIMATED COSTS BY TASK

Task		Activity	Principal	Engineer	Technician	Clerical	
Task 1		Planning Level Support					
	1.1	Oil and Gas research, and reports as requested by the City Engineer	\$25,000	\$7,500	\$3,750	\$360	\$36,610
	1.2	Technical specifications for well plugging program for prequalification/ bidding processes	\$22,500	\$3,000	\$1,750	\$-	\$27,250
	1.3	Interface with the regulatory agencies as required including notifications as required	\$12,500	\$9,600	\$1,250	\$-	\$23,350
		Subtotal					\$87,210
Task 2		Site Oversight					
	2.1	Provide Site oversight services to the City Engineer as directed	\$15,000	\$15,000	\$3,250	\$-	\$33,250
	2.2	Maintain the site files for the City Engineer	\$-	\$-	\$3,750	\$1,920	\$5,670
	2.3	Review the daily Drill Site monitoring reports which will include air emissions and noise	\$10,000	\$30,000	\$1,000	\$-	\$41,000
	2.4	Make recommendations for changes based on the onsite monitoring and operational activities including any needed repairs	\$25,000	\$7,500	\$4,500	\$-	\$37,000
	2.5	Provide engineering oversight of repairs as directed by City Engineer	\$-	\$9,300	\$-	\$-	\$9,300
	2.6	Give regular reports to the City of Beverly Hills as directed by the City Engineer	\$5,000	\$6,300	\$-	\$-	\$11,300
	2.7	Recommend actions deemed necessary to maintain or improve the safety of the Site	\$27,500	\$2,100	\$-	\$-	\$29,600
		Subtotal					\$167,120
Task 3		Site Abandonment Oversight					
	3.1	Assist the City Engineer with contracting for the Plugging Program	\$10,000	\$3,000	\$-	\$-	\$13,000
	3.2	Start up Interface with the Facility Operations/Plugging Contractor	\$3,750	\$4,500	\$-	\$-	\$8,250
	3.3	Oversee the plugging activities on behalf of the City Engineer	\$10,000	\$30,000	\$-	\$-	\$40,000
	3.4	Provide Quality Assurance/Quality Control	\$10,000	\$30,000	\$-	\$-	\$40,000
		Subtotal					\$101,250

Task 4	Other related activities as requested by the City of Beverly Hills						
	4.1	Assist City of Beverly Hills with outreach and public disclosures	\$25,000	\$11,550	\$2,625	\$-	\$39,175
	4.2	Obtain the necessary permits and complete forms related to Site activities as directed by City Engineer	\$12,500	\$11,100	\$-	\$-	\$23,600
		Subtotal					\$62,775
		Total All Task Activities					\$418,355
		Reimbursable Expenses (Travel, Meetings and Workshops)					\$41,645
		Total					\$460,000

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: _____

