

BID DOCUMENT

CITY OF BEVERLY HILLS
CITY CLERK'S OFFICE
455 NORTH REXFORD DRIVE BEVERLY HILLS, CALIFORNIA 90210
(310) 285-2400

ADVERTISING AND NOTICES - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Bid Document, including:

SECTION I:	REQUEST FOR BIDS
SECTION II:	GENERAL INFORMATION AND INSTRUCTIONS
SECTION III:	DETAIL SPECIFICATIONS
SECTION IV:	BID FORM

******(IF YOU CHOOSE NOT TO BID, PLEASE COMPLETE PAGE 12)******

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, California 90210, until 2:00 p.m. pacific time, on Friday, May 10, 2019 at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I - REQUEST FOR BID

Date of Request: April 26, 2019

Bid Number: 19-26

Item Description: Advertising and Notices

Bid Opening: Friday, May 10, 2019 @ 2:00 pm

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the company - Electronic bids (electronic mail, telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID

PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID

**CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION**

1. A bidder's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause bidder's removal from qualified Bidder's List.
2. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this bid document shall not be cause to alter the contract or for bidder to request additional compensation.
3. Successful bidder shall not assign the contract or subcontract, in whole or in part, without written consent of the City. Such consent shall neither relieve the bidder from its obligation nor change the terms of the contract.
4. Each bidder shall submit in full this completed original bid document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Bidder's failure to fully and adequately respond to this bid may render the bid non-responsive and is grounds for rejection by the City.**
5. Upon the award of the bid to the successful bidder, the City will require evidence of insurance coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage are specified in Section IV of this bid document. **All insurance forms must be in a format acceptable to the City.**
6. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
7. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.
8. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
9. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.
10. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be

remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

11. For any questions regarding this bid, please contact Lourdes Sy-Rodriguez, Assistant City Clerk, at (310) 285-2400.

SECTION III – DETAIL SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INFORMATION AND INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

1. The successful bidder (or "Vendor") shall print, on a non-exclusive basis, and publish correctly and in a first-class manner in a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all legal advertising and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of publication. **Nothing in this bid document shall be construed to require the City to place all advertisements, or any particular advertisement, with any bidder to whom a contract is awarded.** The City retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of the City. The successful bidder shall enter into an agreement with City for services from July 1, 2019 through June 30, 2020 on the form attached as Attachment A.
2. All advertisements shall be inserted in every edition of the newspaper issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by City and no more. If specified by City in writing, certain public notices, which together may contain up to one page of text, shall be inserted on pages 2 through 5 of the front section of the newspaper ("up front ads"). If City requests more than one page of up front ads for any single edition of the newspaper, one page of up front ads shall be placed on pages 2 through 5 of the first section of that edition and any up front ads in excess of one page shall be inserted within the first 7 pages of the first section of that edition. If at any time during the period of the agreement, the newspaper to which the agreement is awarded is not published and circulated regularly on its regular date of publication, the City has the right to immediately terminate the agreement and to recover any damages from the successful bidder. If the newspaper is published more than one day per week, advertisements shall be placed on the publication date requested by the City.
3. The successful bidder will be required during the term of the agreement to deliver free of charge fifty (50) copies of each issue of said newspaper to the City Clerk's office.
4. In the event the successful bidder fails to publish an advertisement or notice or publishes improperly, the successful bidder shall, at the election of the City, republish on the next available publication date at no charge to the City or shall not charge the City for the improperly published advertisement.
5. Written copy furnished by the City shall not be photocopied and published in "as is" condition. All such written copy shall be typeset as required by the City and in the font style and size specified in the agreement, unless otherwise specified by the City. The City may also provide the successful bidder with a camera-ready copy.

6. Bidders shall submit a sample notice of public hearing, notice to bidders, and an ordinance or resolution. (Samples are attached as Attachment B). Bidders shall specify the font style and size for up front ads and other advertising submitted by the City and shall submit the above samples in those font styles and sizes. Font style shall be Serif or Sans Serif or other style acceptable to the City and font size shall be eight (8) points except that Sans Serif may be seven (7) points, or other font size acceptable to the City.
7. All bidders shall submit a map of the bidder's newspaper delivery area. The map shall clearly identify the locations in the City where newspapers are delivered and where they are not delivered. The bidder shall use a Thomas Guide Street Map or equivalent and specifically delineate streets or areas in the City where newspapers are delivered and streets or areas where newspapers are not delivered. The map shall also show those streets or areas in the City where newspapers are delivered free of charge and those streets or areas in the City where newspapers are delivered only with a paid subscription. All bidders shall also describe the nature and extent of delivery of newspapers in commercial areas of the City and to multi-family residential properties.
8. All bidders shall submit the lowest price paid during the previous 12 months for the following types of advertising:
 - a. Legal/Classified Advertising
 - b. Display Advertising up to page 5 for:
 - (1) 1/8th page
 - (2) 1/5th page
 - (3) 1/4 page
 - (4) 1/2 page
 - (5) full page
 - c. Display advertising pages 6 through first page of classifieds for:
 - (1) 1/8th page
 - (2) 1/5th page
 - (3) 1/4 page
 - (4) 1/2 page
 - (5) full page

For the purposes of this paragraph 8, the lowest price shall not include any introductory rate or any special rate for advertisers who contract to purchase at least one half page of advertising in each newspaper edition for at least 90 days.

9. All bidders shall furnish a verified circulation audit **completed within the last twelve (12) months**, except that any bidders who submitted a verified circulation audit to the City of Beverly Hills in connection with a previous bid need not furnish a new circulation audit if the previously submitted audit was **completed within the twenty four (24) months prior to the Date of Request of this Request for Bids**.
10. All bidders shall furnish a valid certificate of adjudication.
11. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.
12. The successful bidder shall provide one affidavit of publication within two weeks of each publication.
13. The successful bidder shall pick up the notice/advertising copy from City or accept fax or digital transmission of the copy from City, and **provide a proof prior to publication for City to review for accuracy**.

SECTION IV - BID FORM
(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, in accordance with the schedule below:

SCHEDULE OF RATES

<u>ITEM</u>	<u>ARTICLE</u>	<u>PRICE PER LEGAL SQUARE INCH*</u>	<u>PRICE PER COLUMN INCH</u>
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)
(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/5 page, 1/4 page, 1/2 page and one full page.)			
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)
3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) as typeset by City.	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)

(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/5 page, 1/4 page, 1/2 page and one full page.)

For the printing and publishing of display advertising on pages dedicated to legal and classified advertising **as typeset by City** (legal/classified ads).

\$ _____
(with digitally transmitted text)
\$ _____
(without digitally transmitted text)

\$ _____
(with digitally transmitted text)
\$ _____
(without digitally transmitted text)

Please indicate whether the bidder would be willing to voluntarily agree to give City an option to extend its advertising agreement with the City on the same terms with an increase to pricing equivalent to any increase in the consumer price index

☐ Yes

☐ No

Based on the circulation audit (included or on file):

Tier 1 – Number of publications distributed to Beverly Hills residents weekly: _____

Tier 2 – Number of publications distributed in Beverly Hills weekly: _____

Tier 3 – Number of publications distributed outside of Beverly Hills weekly: _____

PRICING

Vendor's rates shall not exceed the rates Vendor charges any other commercial advertiser (other than rates for advertising residential real estate) for the same size advertising in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the newspaper for a duration of at least ninety (90) days. For those advertisements that require typesetting, Vendor's rates shall not exceed the rates Vendor charges any other advertiser for the same size advertising, in the same location, and typeset by the Vendor, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of the newspaper for a duration of at least ninety (90) days. Vendor shall submit with this bid and thereafter quarterly to City a certified rate sheet which sets forth the rates it charges for advertising. City shall have the right to audit Vendor's business records as provided in Section 12 of Attachment A.

1. Deadline _____ for Publishing _____.
(day and time) (day)

2. Payment Terms as set forth in Exhibit B-2 to Attachment A.

Title: ADVERTISING AND NOTICES

Bid No. 19-26

Exceptions or Deviations attached ☐ YES ☐ NO

Company Name _____

Telephone _____

Address _____

Person submitting bid:

Print Name

Title

Signature

Date

TAX

All bid proposals shall be exclusive of tax. City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive errors where such action best serves the interests of the City. The successful bidder may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal before the award of the bid.

The City will evaluate each bid with regard to price and with regard to the extent of distribution within the City, including, without limitation, the overall delivery area of the newspaper.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

INSURANCE

- (1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
- (2) **Media Liability Coverage** that includes errors and omissions coverage for public notices with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence.
- (3) **Business automobile liability** insurance at least as broad as Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.
- (4) **Workers Compensation** Insurance as required by the State of California.

All insurance coverages shall be provided by insurers with a rating of A+; VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Work shall not commence until certificates of insurance have been approved and an agreement executed.

Please use the official City of Beverly Hills certificate of insurance form (Exhibit C of Attachment A). If you use another form, the following requirements must be met to make the certificates acceptable to the City:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability;
2	have at least thirty (30) days written notice of cancellation; and

3	all certificates of insurance must remain <u>current</u> until the agreement expires or is sooner cancelled.
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AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO EXECUTE AN AGREEMENT IN THE FORM SET FORTH IN ATTACHMENT A.

If your response is **"NO BID"**, please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

Signature

Title

Date

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210

ATTACHMENT A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
_____ TO PROVIDE ADVERTISING AND NOTICES

NAME OF VENDOR:

RESPONSIBLE PRINCIPAL OF VENDOR:

VENDOR'S ADDRESS:

CITY'S ADDRESS:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Lourdes Sy-Rodriguez, Assistant
City Clerk

COMMENCEMENT DATE:

July 1, 2019

TERMINATION DATE:

June 30, 2020

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND _____ TO PROVIDE
ADVERTISING AND NOTICES

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and _____, (hereinafter called "VENDOR").

RECITALS

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

B. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR shall perform the services until the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth in Exhibit B-1. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and

shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial 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 VENDOR.

(b) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Media Liability Coverage that includes errors and omissions coverage for public notices, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence.

(c) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect Business Automobile Liability Insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.

(d) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(e) VENDOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) 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.

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

(h) At all times during the term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and vehicle liability insurance shall contain an endorsement naming the CITY as an additional insured.

(i) VENDOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

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

Section 9. Indemnification.

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

(b) All duties of VENDOR shall survive termination or expiration of the Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR 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 under paragraph (a), due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid for the services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 11. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 12. Records Audit. VENDOR shall keep and maintain full and accurate records with respect to all matters governed by this Agreement, including but not limited to (1) the rates paid by CITY under this Agreement, and (2) the distribution, delivery and circulation. CITY or its representative, including a third party auditor, shall be entitled to full access, without charge, during normal business hours to all records of VENDOR as deemed appropriate by CITY to determine compliance with this Agreement and shall have the right to examine, inspect and audit the same and to make transcripts or copies therefrom. If CITY or its representative determines that the rates paid by the CITY for advertising exceed the rates paid by any other advertiser of VENDOR for the same advertising other than special introductory rates or special rates offered to advertisers who contract to purchase at least one half page in every edition of the newspaper for at least ninety (90) days, VENDOR shall promptly reimburse CITY for all fees paid in excess of those required by this Agreement. In addition, VENDOR shall reimburse CITY for all costs and expenses incurred by CITY in connection with such audit.

Section 13. Circulation. VENDOR shall, at all times during the term of this Agreement publish [insert name of newspaper] and circulate such publication, free of charge, weekly on its regular date of publication to the areas described in its bid proposal and shown in Exhibit D. Failure to comply with this section shall be a material breach of this Agreement.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 15. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the law of the State of California.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 2019, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
LOURDES SY-RODRIGUEZ
Assistant City Clerk

VENDOR:

Name:
Title:

Name:
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

LOURDES SY-RODRIGUEZ
Assistant City Clerk

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall, at CITY's written request, perform the following services to the satisfaction of CITY:

Print and publish, on a non-exclusive basis, correctly and in a first-class manner in _____, a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all legal advertising. In addition, VENDOR shall print and publish, on a non-exclusive basis, correctly and in a first class manner in _____, any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of such publication. However, nothing in this Agreement shall be construed to **require** CITY to place all advertisements, or any particular advertisement, with VENDOR. CITY retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of CITY.

All advertisements to be published under this Agreement shall be inserted in every edition of _____ issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by the officer requiring such publication and no more. If specified by CITY in writing, up to one full page of Public Notices shall be inserted within pages 2 through 5 of the front section of _____ (up front ads). If City requests more than one page of up front ads, in any single edition of _____, one page of up front ads shall be inserted on pages two through five of the first section of that edition and any up front ad in excess of one page shall be inserted within the first seven pages of the first section of that edition. If _____ is published on more than one day per week, then advertisements shall be placed on the publication date requested by the CITY.

Unless CITY specifies a different font style and font size, VENDOR shall publish CITY's legal notices and advertising in the following font style and size : (as stated in bid).

VENDOR shall be required during the term of the Agreement to deliver free of charge fifty (50) copies of each issue of _____ to the City Clerk's office.

Written copy furnished by CITY for publication shall not be photocopied and published in "as is" condition unless expressly authorized by CITY. All such written copy shall be typeset as required by CITY. CITY may also provide VENDOR with camera-ready copy.

In the event VENDOR fails to publish an advertisement or notice, or publishes improperly, VENDOR shall, at the election of CITY, republish the advertisement or notice on the next available publication date at no charge to CITY or shall not charge CITY for the improperly published advertisement.

Prior to the commencement of services under this Agreement and again on request by CITY, VENDOR shall submit evidence satisfactory to the City of its newspaper delivery area within the City of Beverly Hills and its certificate of adjudication. Evidence of its

newspaper delivery area shall indicate where newspapers are delivered without charge in the City and where newspapers are only delivered pursuant to a paid subscription and where newspapers are not delivered in City, and the approximate number of residences in the City to which the newspaper is delivered.

VENDOR's deadline for publication of notices/advertising shall be _____ at _____ p.m. Pacific Time for publishing on _____.

VENDOR shall provide one affidavit of publication within two weeks of each publication.

VENDOR shall pick up the notice/advertising copy from CITY or accept fax or digital transmission of the copy from CITY, and provide a proof prior to publication for City to review for accuracy.

EXHIBIT B-1

SCHEDULE OF RATES

<u>ITEM</u>	<u>ARTICLE</u>	<u>PRICE PER LEGAL SQUARE INCH*</u>	<u>PRICE PER COLUMN INCH</u>
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)
(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/5 page, 1/4 page, 1/2 page and one full page.)			
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)
3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) as typeset by City.	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)
(Please also provide on a separate sheet, the price for display advertising in modular form, for at a minimum 1/8th page, 1/5 page, 1/4 page, 1/2 page and one full page.)			
	For the printing and publishing of display advertising on pages dedicated to legal and classified advertising as typeset by City (legal/classified ads).	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)	\$ _____ (with digitally transmitted text) \$ _____ (without digitally transmitted text)

VENDOR's rates shall not exceed the rates VENDOR charges any other commercial advertiser (other than rates for advertising residential real estate) for the same advertising, in the same location, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of _____ for a duration of at least ninety days. For those advertisements requiring typesetting, VENDOR's rates shall not exceed the rates VENDOR charges for any other advertiser for the same size advertising, in the same location, and typeset by VENDOR, other than special introductory rates or special rates charged to advertisers who contract to purchase at least one half page of advertising in every edition of _____ for a duration of at least ninety days. VENDOR shall submit to CITY upon execution of this Agreement and quarterly thereafter, a certified rate sheet which sets forth the rates it charges for advertising. CITY shall have the right to audit VENDOR's business records as provided in Section 12 of this Agreement.

EXHIBIT B-2

SCHEDULE OF PAYMENT

Within 30 days after the end of each month, VENDOR shall submit to CITY an itemized statement which shall set forth in detail a description of the services performed during that month. VENDOR shall also submit one affidavit of publication for each advertisement placed in _____ . CITY shall pay VENDOR the amount of such undisputed billing within thirty (30) days of receipt of the itemized statement and affidavits of publication.

EXHIBIT C
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

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

NAMED INSURED (CONTRACTOR)
COVERAGE

COMPANIES AFFORDING

A.
B.
C.

ADDRESS:

POLICY NUMBER	COMPANY (A. B. C.)	COVERAGE	EXPIR. DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
		AUTOMOBILE LIABILITY []				
		GENERAL LIABILITY []				
		PRODUCTS /COMPLETED OPERATIONS []				
		BLANKET CONTRACTUAL []				
		CONTRACTOR'S PROTECTIVE []				
		PERSONAL INJURY []				
		OTHER []				
		EXCESS LIABILITY []				
		WORKERS' COMPENSATION []				

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

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

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

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

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

DATE: _____

BY: _____

Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

EXHIBIT D
CIRCULATION AREA

ATTACHMENT B

EXHIBIT A

City Clerk's Office

NOTICE OF PUBLIC HEARING

The Council of the City of Beverly Hills, at its regular meeting to be held on **Tuesday, March 5, 2019 at 7:00 p.m., or as soon thereafter as the matter may be heard**, in the Council Chamber of the City Hall, 455 N. Rexford Drive, Beverly Hills, CA 90210, will hold a public hearing to consider:

**THE CITY OF BEVERLY HILLS 2018 ANNUAL REPORT ON
GENERAL PLAN AND HOUSING ELEMENT IMPLEMENTATION**

The Annual Report is a summary of progress made in accomplishing the identified programs in the City's General Plan including progress made in accomplishing the housing programs identified in the City's Housing Element.

At the public hearing, the City Council will hear and consider all comments. All interested persons are invited to attend and speak on this matter. Written comments may also be submitted and should be addressed to the City Council, c/o City Clerk, 455 N. Rexford Drive, Beverly Hills, CA 90210. The comments should be received prior to the hearing date.

Please note that if you challenge the City's action in regards to this matter in court, you may be limited to raising only those issues you or someone else raised at a public hearing or in written correspondence delivered to the City, either at or prior to the end of the public hearing.

If there are any questions regarding this notice, please contact **Timothea Tway, Senior Planner**, Community Development Department, at **310.285.1122** or **ttway@beverlyhills.org**. The case file is on file at the Community Development Department and can be reviewed by any interested person at 455 N. Rexford Drive, Beverly Hills, California 90210.

LOURDES SY-RODRIGUEZ, CRM, MMC
Assistant City Clerk



In accordance with the Americans with Disabilities Act, the Council Chamber is wheelchair accessible and is equipped with audio equipment for the hearing impaired. If you need special assistance to attend this meeting, please call the City Clerk's Office at (310) 285-2400 or TTY (310) 285-6881. Please notify the City Clerk's Office at least forty-eight (48) hours prior to the meeting if you require captioning service so that reasonable arrangements can be made.

EXHIBIT B

ORDINANCE NO. 19-O-2777

**AN ORDINANCE OF THE CITY OF BEVERLY HILLS
AMENDING THE BEVERLY HILLS MUNICIPAL CODE
TO APPLY THE WATER SUPPLY ORDINANCE TO
THE SANTA MONICA AND UNADJUDICATED
PORTIONS OF THE CENTRAL GROUND WATER
BASINS AND TO CLARIFY THE DEFINITION OF
GROUND WATER**

RECITALS

1. The City of Beverly Hills exercises its police power to regulate, manage, conserve, protect, and preserve the City's water supply, including ground water resources within the City's jurisdiction.
2. The City has historically applied the Water Supply Ordinance of the City of Beverly Hills, including its regulation of dewatering, to the activities located within the Hollywood ground water basin.
3. The City is contemplating pumping water from the Central ground water basin to supplement its water supply. To that end, the City has identified three new groundwater wells capable of producing approximately 1,700 acre feet in the unadjudicated portion of the Central ground water basin, known as the La Brea sub basin. In addition, the City is currently exploring methods of protecting its interests in the Santa Monica ground water basin should it decide to extract addition ground water from that basin as an additional supply source.
4. In order to further preserve and protect ground water resources, the City Council now desires to expand the Water Supply Ordinance to the other ground water basins located within the City of Beverly Hills and to clarify the Water Supply Ordinance's definition of "ground water."

ORDINANCE

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. The definition of "BASIN" in Section 9-4-602 ("DEFINITIONS") of Article 6 ("Water Supply") of Chapter 4 ("WATER REGULATIONS") of Title 9 ("BUILDING AND PROPERTY HEALTH AND SAFETY REGULATIONS") of the Beverly Hills Municipal Code is amended to read as follows:

“BASIN: The Hollywood, Santa Monica, and unadjudicated portions of the Central ground water basins, as defined in Bulletin 118 of the Department of Water Resources, as amended from time to time.”

Section 2. The definition of “GROUND WATER” in Section 9-4-602 (“DEFINITIONS”) of Article 6 (“Water Supply”) of Chapter 4 (“WATER REGULATIONS”) of Title 9 (“BUILDING AND PROPERTY HEALTH AND SAFETY REGULATIONS”) of the Beverly Hills Municipal Code is amended to read as follows:

“GROUND WATER: All water that can be or is produced from beneath the ground surface, but does not include water which flows in known and definite channels.”

Section 3. CEQA. The City Council finds that the adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15307 (14 C.C.R. Section 15307), which applies to actions taken by regulatory agencies as authorized by local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. This Ordinance is intended to regulate, manage, conserve, protect and preserve the city's water supply through a permitting and oversight process that protects the environment.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 5. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation, published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this city.

Adopted: April 2, 2019

Effective: May 3, 2019

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills

ATTEST:

LOURDES SY-RODRIGUEZ (SEAL)
Assistant City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

MAHDI ALUZRI
City Manager

SHANA EPSTEIN
Director of Public Works

VOTE:

AYES: Councilmembers Wunderlich, Gold, Bosse, Vice Mayor Friedman and Mayor Mirisch

NOES: None

CARRIED

EXHIBIT C

NOTICE TO BIDDERS
for the
FY19-20 STREET AND ALLEY IMPROVEMENTS
within the City of
BEVERLY HILLS, CALIFORNIA
ooooo

BIDS - Sealed proposals for the **FY19-20 STREET AND ALLEY IMPROVEMENTS** at various locations within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m., on **Thursday, May 9, 2019** at the office of the City Clerk of the City of Beverly Hills, located in Room 290 at 455 North Rexford Drive, Beverly Hills, California. Bids will be publicly opened at 2:00 p.m. on the above-mentioned date in the office of the City Clerk at City Hall and award of the contract will be made during a subsequent meeting of the City Council.

SCOPE OF THE WORK - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements, supplies and permits necessary for, or appurtenant to, the construction and completion of the project indicated above in accordance with Standard Drawings and the Specifications prepared for this project.

In general terms, the contract work for this project shall consist of: grinding, crack seal, spot repairs, and AC overlay of City streets and alleys. The work also includes concrete flatwork repair, concrete pavement repair, and the full reconstruction of an alley using concrete pavement. Some locations have restricted working hours or conditions. Please see the full specifications for line items and details.

Copies of the Specifications and Proposal Form may be inspected and downloaded from the City's webpage (<http://www.beverlyhills.org/business/bidlistings/>).

GENERAL INSTRUCTIONS - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: **"BID NO. 19-19: FY19-20 STREET AND ALLEY IMPROVEMENTS."**

ENGINEER'S ESTIMATE - The preliminary cost of construction of this Work has been prepared and the said estimate is **\$5,850,000.00.**

CITY CONTACT – Any questions or requests for information can be directed to the project manager, **Manu Paul S. Dhaliwal, P.E.,** at **mdhaliwal@beverlyhills.org** or by calling **310-285-2513.**

CONTRACTORS LICENSE - At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the

Correction Period, the Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code.

In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): "A"

THE CITY RESERVES THE RIGHT TO REJECT ANY BID OR ALL THE BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID, BUT IF THE BIDS ARE ACCEPTED, THE CONTRACT FOR THE IMPROVEMENT WILL BE LET TO THE LOWEST RESPONSIBLE BIDDER FOR THE PROJECT AS A WHOLE.
