

## 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, until 2:00 p.m. local time, on the date hereinafter stated 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:** May 11, 2015  
**Bid Number:** 15-32  
**Item Description:** Advertising and Notices  
**Bid Opening:** May 27, 2015 @ 2pm

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 firm - Electronic bids (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 A bidder's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening.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 the whole or any part of the contract 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 defined by Section 2000 (E) 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 Byron Pope, 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 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 through June 30, 2016 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 the officer requiring such publication 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 on 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 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 points except that Sans Serif may be 7 points.
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 twelve 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, 1/4 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) <b>as typeset by City.</b>	\$ _____ (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, 1/4 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)

Title: ADVERTISING AND NOTICES

Bid No. 15-32

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

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 B+; 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 – attached). If you use another form, the following requirements must be met to make the certificates acceptable to the City:

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

All certificates of insurance must remain current until the agreement expires or is sooner cancelled.

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:

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**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**

Bid No. \_\_\_\_\_

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: Byron Pope, City Clerk

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

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

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 B+;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 policies of insurance required by this Agreement 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.

(i) 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.

(j) 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.

Section 9. Indemnification. 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, attorneys 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.

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 of \_\_\_\_\_. 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 \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

VENDOR:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
BYRON POPE  
City Clerk

\_\_\_\_\_  
KARL KIRKMAN  
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, 1/4 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) <b>as typeset by City.</b>	\$ _____ (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, 1/4 page, 1/2 page and one full page.)			
	For the printing and publishing of display advertising on pages dedicated to legal and classified advertising <b>as typeset by City</b> (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 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	LIMITS		AGGREGATE
				B.I.	P.D.	
		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**

NOTICE IS HEREBY GIVEN that the Council of the City of Beverly Hills, at its meeting to be held on **Tuesday, May 5, 2015, at 7:00 p.m.**, in the Council Chambers of the City Hall, 455 N. Rexford Drive, Beverly Hills, CA 90210, will hold a public hearing to consider:

**RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS  
DECLARING AND IMPLEMENTING STAGE "D" WATER CONSERVATION  
MEASURES**

Pursuant to the City's Emergency Water Conservation Plan set forth in Title 9, Chapter 4, Article 3, Section 301 et. seq. of the City's Municipal Code, the City Council may declare and implement water conservation stages upon recommendation by City staff. The above-referenced resolution will declare and implement Stage D water conservation requirements as set forth in Section 9-4-304 of the Beverly Hills Municipal Code and implement the State's outdoor water use regulations, including providing for an outdoor watering schedule.

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 Council's action in regards to this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City, either at or prior to the public hearing.

BYRON POPE, MMC  
City Clerk

EXHIBIT B

ORDINANCE NO. 15-O-2675

AN ORDINANCE OF THE CITY OF BEVERLY HILLS AMENDING BEVERLY HILLS MUNICIPAL CODE SECTIONS 10-3-2806 AND 10-3-2850 REGARDING THE PERCENTAGE OF THE FRONT FAÇADE OF THE FIRST TWO STORIES OF LARGE-SCALE MULTI-FAMILY RESIDENTIAL PROJECTS THAT IS REQUIRED TO BE BUILT TO THE FRONT SETBACK LINE.

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

On January 8, 2015, the Planning Commission held a duly noticed public hearing after which it adopted Resolution No. 1739, recommending that the City Council amend portions of Title 10 (Planning and Zoning) of the Beverly Hills Municipal Code to authorize the Planning Commission to issue an R-4 Permit that would allow deviations from the requirement that a minimum of 60% of the front façade of the first two stories of a large-scale multiple residential project be built to the front setback line (collectively, the “Amendments”). On April 7, 2015, the City Council held a duly noticed public hearing, received public testimony, and thereafter introduced this Ordinance.

This Ordinance and the Amendments were assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The City Council finds that adoption of the Amendments will not have a significant environmental impact and is exempt from CEQA pursuant to Section 15305 of Title 14 of the California Code of Regulations. The City Council finds that a Class 5 exemption is applicable to the Amendments because the Amendments result in minor changes in land use limitations pertaining to building modulation and setbacks, and applies to properties with an average slope not exceeding twenty percent. In addition, the

Planning Commission adopted a Class 32 Categorical Exemption for the multi-family residential project associated with, and including, the Amendments. Thus, the City Council finds that the Amendments are exempt from CEQA pursuant to CEQA Guidelines Sections 15305 and 15032.

The Amendments are consistent with the objectives, principles, and standards of the General Plan. Specifically, General Plan Policy “LU 7.1 – Character and Design” calls for requiring that multi-family dwellings and properties be designed to reflect the high level of architectural and landscape quality that distinguishes existing neighborhoods.

The City Council hereby amends Subparagraph b. of Paragraph 3 of Subsection E of Section 10-3-2806 of Article 28 of Chapter 3 of Title 10 of the Beverly Hills Municipal Code to read as follows with all other provisions in Section 10-3-2806 remaining in effect without amendment:

- “b. Setback Requirement: A minimum of sixty percent (60%) and a maximum of seventy percent (70%) of the front façade of the first two (2) stories of a large scale multiple residential project shall be built to the front setback line.

The Planning Commission may issue an R-4 permit to allow less than 60% of the front façade of the first two (2) stories of a large-scale multiple residential development to be built to the front setback line if the Planning Commission finds that the proposed development would not have an adverse impact on the scale and massing of the streetscape.”

The City Council hereby amends Section 10-3-2850 of Article 28.5 of Chapter 3 of Title 10 of the Beverly Hills Municipal Code to add a new Subsection I. as follows with all other provisions in 10-3-2850 remaining in effect without amendment:

- “I. Subsection 10-3-2806 E.3.b. regarding the percentage of front façade of the first two (2) stories of a large scale multiple residential development that is required to be built to the front setback line.”

Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall be and remain in full force and effect.

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 his certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: April 21, 2015

Effective: May 22, 2015

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

ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
Interim City Manager

\_\_\_\_\_  
SUSAN HEALY KEENE  
Director of Community Development

## EXHIBIT C

**NOTICE TO BIDDERS**  
for the  
**HEATH AVENUE STREET RECONSTRUCTION**  
**BETWEEN OLYMPIC BLVD. AND HILLGREEN DRIVE**  
within the City of  
**BEVERLY HILLS, CALIFORNIA**

**BIDS** - Sealed proposals for the **HEATH AVENUE STREET RECONSTRUCTION BETWEEN OLYMPIC BLVD. AND HILLGREEN DRIVE** within the City of Beverly Hills, California, will be received up to the hour of **2:00 p.m., on Tuesday, April 8, 2014** at the office of the City Clerk of said City, 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 of said City Hall and award of the contract will be made during a subsequent meeting of the **City Council**. **A mandatory Pre-bid meeting will be held at the south end of Heath Avenue (Hillgreen Drive Cul-De-Sac) on Wednesday, March 26, at 7:00 AM.** The bids of contractors that fail to attend the mandatory Pre-bid meeting shall be considered non-responsive.

**SCOPE OF THE WORK** - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, the construction and completion of the project indicated above in accordance with the Plans (**DRWG. #7433**), Standard Drawings and the Specifications prepared for this project.

In general terms, the contract work for this project (**Job # 2181**) shall consist of the following items of work:

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY
1	Mobilization, Clearing, grubbing, general earthwork and miscellaneous removals	LS	1
2	Engineered traffic control plan by a licensed Traffic Engineer	LS	1
3	Preparation and implementation of SWPPP and erosion control measures	LS	1
4	Sawcut, remove, and dispose existing A.C. Pavement, base material and subgrade to a depth of 10" min.	SF	24,000
5	Construct Concrete Ribbon Gutter Per City Std. BH-111(W=4', V=1.5") & BH-112	LF	2850
6	Construct 4" A.C. Pavement	TON	500
7	Construct 6" Class II base	TON	650
8	Construct 6" P.C.C. Curb (Type A-1) Per SPPWC STD. Plan 120-1	LF	80
9	Construct 0" P.C.C. Curb Per Modified SPPWC STD. Plan 120-2	LF	10
10	Remove Existing Driveway And Reconstruct Per City STD. BH-108 and Repair Existing Pavement Per City Std. BH-114	EA	1
11	Adjust existing sewer manhole to grade	EA	2

12	Adjust existing valves to grade	EA	5
13	Paint red along west side curb (NO Parking Area) (2000 LF), Remove and Relocate each "No Parking Signs" Next to the Nearest Existing Power Pole	LS	1
14	Existing Survey Monuments to Be Re-Established Per City of Beverly Hills Criteria. Nine (9) Monuments.	LS	1
15	Repair existing Landscape and Irrigation Improvements	LS	1
16	Cold Mill existing A.C. Pavement (1.5" min.)	SF	45,000
17	Construct A.C. Pavement overlay (variable thickness per plan)	TON	600
18	Construct 18"x18" inlet with frame and traffic rated grate	EA	1
19	Construct Parkway Drain (modified)	LS	1
20	Construct P.C.C. Curb Wall Per Detail "A" Sheet 1	LF	90
21	Construct full depth A.C. Pavement (7" min.)	SF	3,700
22	Construct infiltration drywell	EA	2
23	Construct 12"x12"x 6" P.C.C. Slab for splash protection	EA	1
24	Install Pavement Reinforcing Fabric	SY	4,950

Copies of the Specifications and Proposal Form may be inspected and obtained at the office of the **City Engineer, 345 Foothill Road, Beverly Hills, CA 90210**. There is no charge or deposit required for this material; therefore, they are not to be returned to the City for refund. Each bidder shall furnish the City, the name, address, and telephone number of the firm requesting Specifications.

References in the project specifications to specific sections of the Standard Specifications refer to the book of "Standard Specifications for Public Works Construction", Latest Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California district of the Associated General Contractors of California (**GreenBook**). Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, CA, 92802.

**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: "**HEATH AVENUE STREET RECONSTRUCTION BETWEEN OLYMPIC BLVD. AND HILLGREEN DRIVE.**" Each Bid shall be accompanied by a cashier's check or certified check drawn on a solvent bank, payable to "City of Beverly Hills," for an amount equal to **ten percent (10%)** of the total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond (on a city-provided form attached in Contract Specifications as Exhibit "A") for an amount equal to **ten percent (10%)** of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder will, within **fourteen (14) calendar days** after the date of the award of the contract, enter into a valid contract with the City for said Work in accordance with the Contract Documents.

**ENGINEER'S ESTIMATE** - The preliminary cost of construction of this Work has been prepared and the said estimate is **\$550,000**.

**LIQUIDATED DAMAGES** - There will be a **One Thousand Dollar (\$1,000.00)** assessment for each calendar day that work remains incomplete beyond the time stated in the Proposal Form. Refer to the Proposal Form for specific details.

**PREVAILING WAGES** - In accordance with the provisions of Section 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 workers employed on the project 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".

A copy of said documents is on file and may be inspected in the office of the **City Engineer, located in 345 Foothill Road, Beverly Hills, California 90210**.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**PAYROLL RECORDS** - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the Subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

**INSURANCE AND BOND REQUIREMENTS** - The Contractor shall provide insurance in accordance with *Section 3-13* of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements, included as part of these Specifications. In addition, the Contractor shall guarantee all work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was accepted in accordance with *Section 2-11* of the Standard Contractual Requirements. The Contractor's sureties for the "Performance Bond" shall be liable for any work that the Contractor fails to replace within a specified time.

**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 successful Bidder will not receive a Contract award if the successful Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers after the Contract award that the Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may cancel the award, reject the Bid, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents.

**SUBCONTRACTORS' LICENSES AND LISTING** - At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor must possess a current and active California contractor's license appropriate for the portion of the Work listed for such Subcontractor and shall hold all specialty certifications required for such Work. When the Bidder submits its Bid to the City, the Bidder must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, and portion of the Work). In addition, the City requires that the Bidder list each Subcontractor's license number and the dollar value of each Subcontractor's labor or services.

**SUBSTITUTION OF SECURITIES** - Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

**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.**

Please contact **Anne Zaworski** at the **Office of City Engineering**, at **AZaworski@beverlyhills.org** for any procedural questions or concerns regarding this project.

\* \* \* \*