



## AGENDA REPORT

**Meeting Date:** November 5, 2008  
**Item Number:** F-13  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**  
**Attachments:** 1. Agreements (2)

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**Item A. APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ABM ENGINEERING SERVICE.**

**RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 4 to the agreement with ABM Engineering Service for mechanical-electrical services; fire and safety; heating, ventilating, and air conditioning services.

**INTRODUCTION**

ABM Engineering Service provides maintenance from mechanical, electrical, plumbing, and safety systems to specialized industrial equipment and critical systems to the City.

**DISCUSSION**

The amendment no. 4 to the agreement will extend the term and increase the compensation due to cost increases, including labor union increases. The City will pay the sum of \$53,561.01 per month, subject to any cost increases, additions or deletions as stipulated in the agreement.

**FISCAL IMPACT**

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose.

**Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AVALON COMMUNICATIONS, A DIVISION OF TECHNOLOGY TRAINING CORPORATION FOR PRINTING AND MAILING SERVICES.**

**RECOMMENDATION**

Staff recommends that the City Council approve the agreement between the City and Avalon Communications for printing and mailing services.

**INTRODUCTION**

Avalon Communications has 26 years of experience in printing and mailing services. For years, they have been responsible for the many brochures and mailing services for the various departments in the City.

**DISCUSSION**

The agreement covers printing, pre-press, proofs, delivery freight and sales tax for the City's various departments and programs that require this type of service. The City will determine the performance schedule of each project and may modify the scope of services at its discretion.

**FISCAL IMPACT**

Funds were budgeted and are available in the various funds and departments that will avail themselves of these services.

**Item C. APPROVAL OF A PURCHASE ORDER TO AVAYA, INC., IN THE AMOUNT OF \$121,428.93 FOR SUPPORT AND MAINTENANCE OF THE CITY'S TELECOMMUNICATION SYSTEM.**

**RECOMMENDATION**

Staff recommends that the City Council approve a purchase order to Avaya, Inc., for the annual maintenance and support of the City's telecommunication system for a total not-to-exceed amount of \$121,428.93.

**INTRODUCTION**

Avaya, Inc. specializes in "enterprise telephony and call center technology" and provides support and maintenance for the City's telecommunications systems.

**DISCUSSION**

The purchase order covers the maintenance and support for the City's telecommunications systems from November 1, 2008 through October 31, 2009.

**FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology Internal Service Fund for this purpose.

**Item D. AWARD OF BID NO. 09-09 TO PURCHASE NETWORKING EQUIPMENT AND SUPPORT, BID NO. 09-10 TO PURCHASE PASSIVE TELEMETRY EQUIPMENT AND SUPPORT AND BID NO. 09-11 TO PURCHASE NETWORK MONITORING EQUIPMENT AND SUPPORT TO DATA SYSTEMS WORLDWIDE FOR THE MUNICIPAL AREA NETWORK (MAN); AND,**

**APPROVAL OF A PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$ 797,498.22.**

**RECOMMENDATION**

Staff recommends that the City Council award the three bids (09-09, 09-10 and 09-11) and approve the purchase order to Data Systems Worldwide for the hardware and equipment required for the completion of the Municipal Area Network (MAN) project for a total not-to-exceed amount of \$797,498.22.

**INTRODUCTION**

Previously, Phase I of the MAN project consisted of the purchase of networking hardware, software and equipment required for the North Ring of the MAN.

Phase II consists of the completion of the South Ring of the MAN, including the additional hardware, software and equipment required to create a unified system. The overall project incorporates the necessary telemetry and support components for both the North Ring and the South Ring to allow for a unified networking system that is centrally managed, monitored, controlled and administrated.

**DISCUSSION**

The Information Technology Department sent out formal bids to eleven (11) vendors. The sealed bids were opened and received at the City Clerk's Office on October 23, 2008 and results are as follows:

**Bid 09-09 Networking Equipment and Support:**

<b>Bidder</b>	<b>Bid Amount</b>	<b>Notes</b>
Extreme Networks	\$436,148.31	Incomplete
Data Systems Worldwide	\$568,990.77	Low Bid

Extreme Networks	\$596,542.91	Complete
Compucom	\$643,930.36	Complete

Bid 09-10 Passive Telemetry Equipment and Support:

Bidder	Bid Amount	Notes
Extreme Networks	-	No Bid
Connect IT Solutions	\$63,882.99	Incomplete
Data Systems Worldwide	\$88,423.07	Low Bid
Gigamon Systems	\$94,495.79	Complete
Ward / Davis Communications	\$99,219.96	Complete

Bid 09-11 Network Monitoring Equipment and Support:

Bidder	Bid Amount	Notes
Extreme Networks	-	No Bid
Data Systems Worldwide	\$140,084.38	Low Bid
Opnet Technologies	\$166,528.12	Complete
Compucom	\$169,833.43	Complete
Evolve Technology Group	\$176,118.75	Complete

Data Systems Worldwide submitted the lowest responsible bids for all three bids for equipment and support for Phase II of the MAN project, including the electronics, optics and end systems wiring necessary to activate the South Ring of the MAN.

**FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology Internal Service Fund for this purpose.

  
 Noel Marquis  
 Finance Approval

  
 Scott G. Miller  
 Approved By

AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND ABM ENGINEERING SERVICE

This Amendment No. 4 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and ABM Engineering Service (hereinafter called "Contractor") dated August 21, 2006, identified as Contract No. 317-06 as amended by Amendment No. 1 dated May 29, 2007, identified as Contract No. 174-07; Amendment No. 2 dated October 26, 2007 and identified as Contract No. 434-07 and Amendment No. 3 dated December 18, 2007 and identified as Contract No. 495-07 ("Contract" or "Agreement") for mechanical-electrical services, fire and life safety, heating, ventilating and air conditioning systems services ("HVAC services").

RECITALS

- A. City entered into the Agreement for HVAC services, which was previously amended.
- B. City desires to further amend the Agreement to extend the term and increase the compensation due to cost increases, including labor union increases, contemplated by the Agreement.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Pursuant to Section 3 of the Form of Contract, the Performance Period is hereby extended through August 20, 2009.

Section 2. Section 4 of the Form of Contract, PAYMENT, shall be amended as follows:

"PAYMENT.

- a. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of \$53,561.01 (Fifty Three Thousand Five Hundred Sixty One Dollars and One Cent) per month, subject to any cost increases, additions

or deletions as authorized in the Contract Documents, payable as provided in the Contract Documents.

b. Contractor shall submit a monthly statement to City for its services performed for the prior month in such form as City may request. City shall pay Contractor the amount of such billing within thirty (30) days of receipt of same.”

Section 3. Except as specifically amended in Section 1 of Amendment No. 1 and Section 1 of Amendment No. 3, and this Amendment No. 4, the Agreement between the City of Beverly Hills and ABM Engineering Service shall remain in full force and effect.

Executed this \_\_\_ day of \_\_\_\_\_, 200 \_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

CONTRACTOR: ABM ENGINEERING  
SERVICE

\_\_\_\_\_  
MATTHEW BALDY  
Vice President

\_\_\_\_\_  
MARK ASSISE  
Vice President - Finance

[Signatures continue]

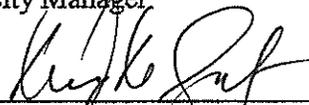
APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD  
City Manager



DAVID D. GUSTAVSON  
Director of Public Works & Transportation



KARL KIRKMAN  
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND AVALON COMMUNICATIONS, A DIVISION OF  
TECHNOLOGY TRAINING CORPORATION FOR PRINTING  
AND MAILING SERVICES

NAME OF VENDOR: Avalon Communications, a division of  
Technology Training Corporation

RESPONSIBLE PRINCIPAL OF VENDOR: Jorge Bepres, Director of Operations

VENDOR'S ADDRESS: 3238 West 131st Street  
Hawthorne, California 90250

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Stephen Miller, Director of  
Community Services

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2011, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed the amount set forth in City-  
approved purchase orders, based on the rates set  
forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND AVALON COMMUNICATIONS, A DIVISION OF  
TECHNOLOGY TRAINING CORPORATION FOR PRINTING  
AND MAILING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Avalon Communications, a division of Technology Training Corporation (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 on or by the Termination Date set forth above. The City Manager or his designee may extend the Time of Performance in writing for two (2) additional two-year periods pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein. 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. VENDOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal.

(a) VENDOR's 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.

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

Section 7. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. VENDOR may associate with or employ associates in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of VENDOR. VENDOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. 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 Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, 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 Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by VENDOR in performing the services required by this Agreement.

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

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

(e) 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.

(f) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement.

(g) 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.

(h) The insurance provided by VENDOR shall be primary to any coverage available to CITY.

(i) 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 10. 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 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 11. 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, 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 an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the price list set forth in Exhibit A; 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 12. 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 13. 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 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. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

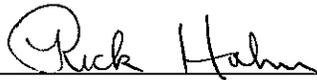
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

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

VENDOR:  
AVALON COMMUNICATIONS, A DIVISION  
OF TECHNOLOGY TRAINING  
CORPORATION

\_\_\_\_\_  
STEVE SILVER  
Chief Executive Officer

  
\_\_\_\_\_  
RICK HAHN  
Chief Financial Officer

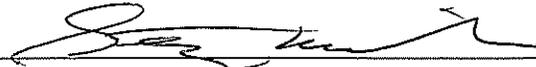
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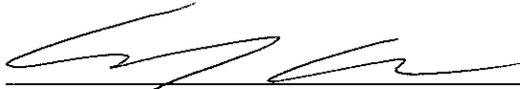
APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
STEPHEN M. MIDLER  
Director of Community Services

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## **EXHIBIT A**

### Scope of Services/Price List

VENDOR shall furnish printing and mailing services to the satisfaction of CITY based on the rates set forth in Exhibit B-1 for the printing, pre-press, proofs, delivery, freight and sales tax for projects requested by various CITY departments. CITY shall determine the performance schedule for each project.

VENDOR shall furnish CITY's Community Services department with brochures as set forth in Attachment 1 to this Exhibit A.

Upon CITY's request VENDOR shall submit to CITY a written proposal which shall include the proposed scope of services, compensation and performance schedule. Such proposals are subject to CITY's written approval.

**ATTACHMENT 1  
to EXHIBIT A**

Scope of Services for Community Services

VENDOR shall furnish the following materials and services to the satisfaction of CITY's Community Services Department, based on the itemized costs set forth in Exhibit B-1 for the printing, pre-press, proofs, delivery, freight and sales tax for the following projects. CITY shall determine the performance schedule for each project. CITY may modify the scope services at its discretion.

<b>Project 1A: Print Quarterly Parks &amp; Recreation Brochure</b>
23,500 copies per issue: 24 pages including front and back exterior covers; Page size 8 1/4" x 10 3/4"; Interior pages and Cover Full Bleeds, 4 issues -- Fall Winter, Spring, Summer
VENDOR to pre-flight job quarterly and advise as needed, Turn-around time: 5-7 days unless Rush Order is requested.
Cover Stock: 100# Gloss text Stock -- 4 color process/2 PMS colors
Text Stock: 60# white offset 92 brightness -- 2 PMS colors, two sides
Bindery: Saddle-stitched and 3-knife trimmed
Optional 4-page insert (printed piece provided by the CITY)
Art furnished by CITY on CD in PageMaker, Illustrator and Photoshop files prepared on PC
Proofs: After pre-flight, preliminary digital color proof to be delivered within 5 days. Round of corrections to be made then a blueline proof to be supplied for approval prior to printing.
Blueline changes per page
additional brochures in increments of 1,000
Box 5500 in boxes of 125/box for delivery to CITY offices
Delivery/Freight to Park Office (partial shipment)
Delivery/Freight of excess brochures to the City Hall (balance)
<b>Project 1B: Mail Quarterly Parks &amp; Recreation Brochure</b>
Map CITY-specified boundried mailing area, rent list, NCOA, CASS certify, electronically presort and prepare ink-jet formatted file
Provide ink-jet addressing for saddle-stitched publication (1A)
Sort, tie, bag and prepare pallets for USPS Entry
Prepare USPS postage entry forms
DDU Delivery to Beverly Hills USPS 90210

EXHIBIT B-1  
Rates



Pricing for the City of Beverly Hills

12 point Postcards coated 2 sides-4/4-5.5x8.5

\$1,291.00	\$1,357.00	\$1,475.00	\$1,596.00	\$1,715.00	\$1,820.00	\$2,181.00	\$2,376.00
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12 point Postcards coated 2 sides -2/2- 5.5x8.5

\$ 824.00	\$ 869.00	\$1,008.00	\$1,117.00	\$1,292.00	\$1,442.00	\$1,647.00	\$1,871.00
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12 point Postcards coated 2 sides-4/4-6.75x11

\$1,343.00	\$1,435.00	\$1,569.00	\$1,631.00	\$1,785.00	\$1,969.00	\$2,285.00	\$2,447.00
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11x10 window envelopes 1 color

\$ 173.00	\$ 303.00	\$ 252.00	\$ 302.00	\$ 352.00	\$ 464.00	\$ 534.00	\$ 673.00
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11x10 window envelopes 2 color

\$ 236.00	\$ 266.00	\$ 317.00	\$ 358.00	\$ 423.00	\$ 534.00	\$ 644.00	\$ 755.00
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9x12 booklet envelopes 1 color

\$ 203.00	\$ 271.00	\$ 364.00	\$ 457.00	\$ 516.00	\$ 699.00	\$1,075.00	\$1,311.00
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9x12 booklet envelopes 2 color

\$ 271.00	\$ 340.00	\$ 454.00	\$ 570.00	\$ 688.00	\$ 928.00	\$1,166.00	\$1,404.00
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8.5x11 flyers -4/4- 100# gloss book

\$ 781.00	\$1,156.00	\$1,206.00	\$1,352.00	\$1,498.00	\$1,718.00	\$1,949.00	\$2,177.00
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11x17 brochures -4/4- 100# gloss book- folded to 5.5x8.5

\$1,123.00	\$1,287.00	\$1,541.00	\$1,811.00	\$2,081.00	\$2,629.00	\$3,178.00	\$3,717.00
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11x17- 8 page brochure -4/4- 100# gloss book- folded to 5.5x11

\$1,539.00	\$2,204.00	\$2,481.00	\$2,927.00	\$3,309.00	\$4,335.00	\$5,395.00	\$6,272.00
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All pricing above is for conventional offset printing. Digital color printing is also available; rates will be provided in writing upon request.

**City of Beverly Hills Budget Volume**

Print 146 books, oversized cover with lamination, 20 tabs with lamination, and spiral bound if printed in one volume: \$ 75.64 per book - 5% courtesy discount = \$71.76

Books printed as individual Volumes- Cover with Lamination, 18 tabs and spiral bound cost per set of 2 volumes: \$60.53

**In Focus Newsletter- 31,000 units- per issue**

Print 8 page newsletter, fold and saddle stitch, 4 color process on 100# gloss Book: \$6,948.17

Rush Charge to meet client deadline: \$450.00

Mailing services for 29,000 units: \$1,807.29

Delivery to the Beverly Hills Post Office: \$65.00

Print 31,000 units - Business reply card, 4 color process on 60# dull cover: \$2,332.00

**City of Beverly Hills Parks and Recreation newsletter- per issue**

Print 24 pages in 2 color and 4 color process cover, 29,500 units: \$7,980.00

Print additional 4 pages, 2 color on 60# offset: \$600.00

Mailing services for 19,029 units: \$667.00

Pricing does NOT include taxes

REV 08 30 05

If the services performed by VENDOR require additional rates, such rates may be added by VENDOR by written proposal.

EXHIBIT B-2

Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



## CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

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

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

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

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

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

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

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

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

**Exhibit C**