



## CITY OF BEVERLY HILLS STAFF REPORT

**Meeting Date:** June 2, 2009

**To:** Honorable Mayor & City Council

**From:** Byron Pope, City Clerk

**Subject:** Newspaper Publication Bids

**Attachments:**

1. Bid Proposals - Summary Grid
2. Beverly Hills Courier Bid
3. Beverly Hills Weekly Bid
4. Canyon News Bid

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### **INTRODUCTION**

On May 27, 2009, the City Clerk's Office received three responses to a Request for Bids for advertising and notices for the City of Beverly Hills.

### **DISCUSSION**

The City has received responses from three "adjudicated" newspapers eligible to publish our legal notices. Bids were sought to secure competitive price quotes and publication deadline dates. Although the bids relate to legal notices placed by the City Clerk's Office, it is the City's intention to include advertising from other City departments in the same contract.

The City currently pays the same rates this fiscal year with The Beverly Hills Courier and Beverly Hills Weekly as being proposed in their bids for fiscal year 2009/10. This fiscal year to date, the City has paid \$31,585.00 to The Beverly Hills Courier, and \$18,881.00 to the Beverly Hills Weekly for legal advertising and noticing (total \$50,466.00). The total budget this fiscal year is \$100,000 and the year-to-date totals include invoices paid through April 2009.

### **FISCAL IMPACT**

Staff has budgeted \$60,794 for legal advertising and notices for FY 2009/10. Should the City Council choose to award the contract to one newspaper and contract with a second newspaper (as done in past practice), the anticipated money budgeted should be sufficient for our needs. If additional costs are incurred, staff will report back to you for additional approvals.

### **RECOMMENDATION**

The City of Beverly Hills provides as much public notice as possible through multiple outreach channels, and we require private development applicants to pay for more extensive public noticing in local adjudicated newspapers than do other cities.

Meeting Date: June 2, 2009

With three bid submittals this year, staff recommends awarding the contract to the Beverly Hills Courier based on cost and a wider verified distribution in the City of Beverly Hills, and also contract with the Beverly Hills Weekly which allows greater public notice for the City.

Staff seeks Council concurrence/direction to complete the bid process and prepare a resolution for the June 16, 2009 Formal Meeting for consideration.

Byron Pope  
Approved By

A handwritten signature in blue ink, appearing to be 'BP', is written over a horizontal line that serves as a signature line.

## Attachment #1

### Bid Proposals – Summary Grid

<u>Categories</u>	<u>Beverly Hills Courier</u>	<u>Beverly Hills Weekly</u>	<u>Canyon News</u>
Bid received	5/27/09 12:32PM	5/27/09 1:24PM	5/27/09 1:41PM
Adjudicated	Yes	Yes	Yes
Adjudication date	2/20/75	11/22/03	6/21/07
Circulation map	Yes	Yes	Yes
Submission deadline	Wednesdays at 5pm	Monday at 5pm	Thursdays at 2pm
Publication date	Fridays	Thursdays	Sundays
Average Beverly Hills weekly distribution	25,200	14,950	30,000*
Publication Audit Report submitted	Yes	Yes	No
* As of July 5, 2009, the circulation of Canyon News will be 50,000 newspapers per week - 30,000 of which will be delivered to residents and businesses within the City of Beverly Hills			
Pricing up to page 5	<b>2009/2010</b>	<b>2009/2010</b>	<b>2008/2009</b>
1/8 page	\$310.00	\$200.00	\$332.00
1/5 page	N/A	N/A	N/A
1/4 page	\$520.00	\$400.00	\$598.00
1/2 page	\$1,010.00	\$800.00	\$910.00
Full page	\$1,798.00	\$1,600.00	\$1,750.00
Pricing after page 5			
1/8 page	\$310.00	\$200.00	\$332.00
1/5 page	N/A	N/A	N/A
1/4 page	\$520.00	\$400.00	\$598.00
1/2 page	\$1,010.00	\$800.00	\$910.00
Full page	\$1,798.00	\$1,600.00	\$1,750.00
Schedule of rates/Legal square inch			
Public notices up to page 5 with	\$11.10	\$10.40	\$7.77
Public notices up to page 5 without	\$11.10	\$10.40	\$7.77
Legal/classified ads with	\$8.90	\$10.00	\$7.77
Legal/classified ads without	\$11.35	\$10.00	\$7.77
Display advertising pages 1-5 with	\$11.10	\$12.40	\$7.77
Display advertising pages 1-5 without	\$11.10	\$12.40	\$7.77
Legal display advertising with	\$8.90	\$10.40	\$7.77
Legal display advertising without	\$11.35	\$10.40	\$7.77

Note: Beverly Hills Weekly column size = 2.5 inches

Beverly Hills Courier and Beverly Hills Weekly have no pricing changes in their 2009/2010 bids.

with = with digitally transmitted text

without = without digitally transmitted text

## Attachment #2

### Beverly Hills Courier Bid

# The BEVERLY HILLS

The Best Read Newspaper in Beverly Hills

COURIER

READ  
THE  
COURIER  
The Farmers'  
Choice

May 26, 2009

DELIVERED BY HAND  
Office of the City Clerk  
455 North Rexford Drive  
Room 190  
Beverly Hills, California 90210

Re: Bid No. 09-40

This is the bid of Beverly Hills Courier Publishing Co., LLC, a California limited liability company and publisher of the *Beverly Hills Courier* newspaper, to publish legal notice advertising for the City of Beverly Hills in response to Bid No. 09-40 (the "Bid Document").

**Please note that the *Courier* is not increasing its rates this year despite much higher costs in recognition of the City's current budget deficit. We are doing our part.**

The *Courier* is the only weekly community newspaper published in Beverly Hills which distributes to virtually all residences and businesses within the city limits, in addition to significant distribution to surrounding areas and the Palm Springs/Palm Desert area. This distribution gives residents of Beverly Hills and those close neighbors and friends who are interested in Beverly Hills their only reliable, independent and dedicated source of information about The City. For nearly 44 years, the *Courier* has been the trusted and dependable newspaper of record for Beverly Hills. Since its founding by March Schwartz in 1965 it has been the independent and honest source of news for the citizens of Beverly Hills.

**Also enclosed is the 2008 independent circulation audit of the Beverly Hills Courier**, performed by Circulation Verification Council of St. Louis, Missouri ("CVC"). CVC has among its advisors and users of its audit information Wal-Mart and Best Buy. Independent circulation audits are presented by every credible newspaper of any size in the country and are a basic requirement in our industry.

We look forward to continuing to serve the City of Beverly Hills into our 45<sup>th</sup> year.

Very truly yours,

BEVERLY HILLS COURIER PUBLISHING CO., LLC  
A California Limited Liability Company

By: \_\_\_\_\_

President & Publisher

CSS/sw  
Enclosures

*Serving The Beverly Hills Community Since 1965*

Bid No. 09-40**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 11)\*\*\***

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 12, 2009  
**Bid Number:** 09-40  
**Item Description:** Advertising  
**Bid Opening:** May 27, 2009 at 2:00 p.m.

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

Bid No. 09-40

**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

Bid No. 09-40

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.

Bid No. 09-40**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 advertising including 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. The successful bidder shall enter into an agreement with City for services through June 30, 2010 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.

Bid No. 09-40

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 certificate of adjudication.
10. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.
11. The successful bidder shall provide two affidavits of publication within two weeks of each publication.

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12. 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.**

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**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>
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	<p>\$ <u>11.10</u> (with digitally transmitted text)</p> <p>\$ <u>11.10</u> (without digitally transmitted text)</p> <p>(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.)</p>
2.	For the typesetting as necessary, printing and publishing of official advertising on pages dedicated to legal and classified advertising (legal/classified ads).	<p>\$ <u>8.90</u> (with digitally transmitted text)</p> <p>\$ <u>11.35</u> (without digitally transmitted text)</p>
3.	For the printing and publishing of display advertising on Pages 1 through 5 (up front ads) <b>as typeset by City.</b>	<p>\$ <u>same as 1</u> (with digitally transmitted text)</p> <p>\$ <u>same as 1</u> (without digitally transmitted text)</p> <p>(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.)</p>
	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).	<p>\$ <u>same as 2</u> (with digitally transmitted text)</p> <p>\$ <u>same as 2</u> (without digitally transmitted text)</p>

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commercial (non-private party)

**PRICING**

Vendor's rates shall not exceed the rates Vendor charges any other advertiser 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 commercial typesetting, Vendor's rates shall not exceed the rates Vendor charges any other advertiser for (non-private party) 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.

space reservations

1. Deadline Wednesday Noon for Publishing Fridays  
(day and time) (day)

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

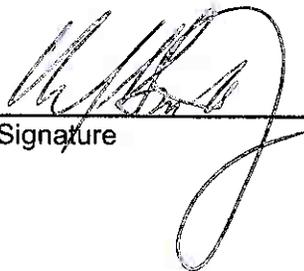
Exceptions or Deviations attached  **YES**  **NO**

Beverly Hills Courier

Company Name Publishing Co., LLC Telephone (310) 277-1322

Address 8840 West Olympic Boulevard, Beverly Hills, CA 90211

Person submitting bid: Clifton S. Smith, Jr. President & Publisher  
Print Name Title

  
Signature

May 26, 2009  
Date

**ITEMS IN RESPONSE TO BID DETAILS/BID NO. 09-40****BID OF THE BEVERLY HILLS COURIER PUBLISHING CO., LLC****Section III - Detail Specifications**

1. Agreed.
2. Agreed, subject to maximum space of one (1) full page unless otherwise capacity limit is waived by *Courier*. The *Courier* will not be subject to any damages of any sort for non-publication or in correct publication other than the obligation to reprint the ad as set forth in paragraph 4 of "Detail Specifications."
3. Agreed.
4. Agreed.
5. Agreed.
6. Agreed. Type fonts: serif = Times New Roman eight point; sans serif = Arial seven point. Please note that the California Government Code requires certain notices to be printed in eight point type regardless of type font used. Accordingly, if City requests sans serif for such advertising, those ads would be set in eight point Arial. See Exhibit 6, "Notice of Public Hearing."
7. The required map is enclosed. Please note that the Thomas Bros. Guide does not generally identify grid numbers with street numbers. The *Courier* is distributed by zip codes which the *Courier* contends complies with the Bid Specifications because it is equivalent to the Thomas Bros. Guide grid coordinates. See Exhibit 7, "Map."

The *Courier* attempts to distribute to all streets in Beverly Hills. However, on streets where there are few homes and some "do not deliver" residents, the distributor does not attempt to deliver there.

The *Courier* mails copies to subscribers regardless of their location if a subscription is requested.

If a resident telephones the *Courier* to request a copy, it is the policy of the *Courier* that its distributor deliver a copy without charge to that resident. If the residence is in a generally inaccessible area, the *Courier* encourages the resident to subscribe. Please note that this is *policy* but unfortunately is not always followed as promptly as we would prefer. Please note, also, that paid circulation daily newspapers face the same challenges.

8. Ad Rates Paid. The information requested is the confidential trade secret information of the Beverly Hills Courier Publishing Co, LLC, which will make all such information available for inspection at its offices during regular business hours upon reasonable notice by the City of Beverly Hills. Any such inspection will be for the exclusive use of the City of Beverly Hills and the City of Beverly Hills agrees that it will not release, disclose, publish, reference, digest, summarize or otherwise disclose any such information without the express prior written permission of the Beverly Hills Courier Publishing Co., LLC.

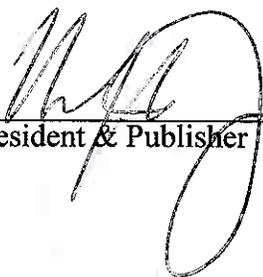
9. Certified copy of judgement of Superior Court adjudicating the Beverly Hills Courier to be a newspaper of general circulation in the County of Los Angeles and for the City of Beverly Hills.

Copy of judgment on file with City of Beverly Hills.

10. Deadline: Space reservation 12:00 noon; copy must be received by 5:00 pm every Wednesday. Space reservation may be via telephone.
11. Agreed.
12. Agreed.

May 26, 2009

BEVERLY HILLS COURIER PUBLISHING CO., LLC  
A California Limited Liability Company

By:   
\_\_\_\_\_  
President & Publisher

## **SECTION IV - BID FORM 09-40**

### **Beverly Hills Courier**

#### **Item 1 - Display Rates (pp 1-3)**

1/8 Page:	\$310
1/4 Page:	\$520
1/2 Page:	\$1,010
Full page:	\$1,798

#### **Item 3 - Display Rates (pp 1-3)**

1/8 Page:	\$310
1/4 Page:	\$520
1/2 Page:	\$1,010
Full page:	\$1,798

Bid No. 09-40

**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:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability;
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Bid No. 09-40

<b>2</b>	have at least thirty (30) days written notice of cancellation; and
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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.

Bid No. 09-40

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 \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
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

BID NO. 07-25

Title: LEGAL ADVERTISING

## 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 advertising including 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 such publication.

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.

BID NO. 07-25

Title: LEGAL ADVERTISING

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

VENDOR shall provide two affidavits 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 advertiser 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 two affidavits 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 <input type="checkbox"/>				
		GENERAL LIABILITY <input type="checkbox"/>				
		PRODUCTS /COMPLETED OPERATIONS <input type="checkbox"/>				
		BLANKET CONTRACTUAL CONTRACTOR'S PROTECTIVE <input type="checkbox"/>				
		PERSONAL INJURY <input type="checkbox"/>				
		OTHER <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 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 City Council of Beverly Hills, at its regular meeting to be held on **Tuesday, August 19, 2008, 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  
FINDING THE CITY TO BE IN CONFORMANCE WITH THE  
CONGESTION MANAGEMENT PROGRAM, AND ADOPTING THE  
LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH  
CALIFORNIA GOVERNMENT CODE §65089**

The City of Beverly Hills is required to comply with the CMP, which is a state-mandated program implemented by a designated CMP agency, which is the Los Angeles Metropolitan Transportation Authority. The City Council will consider adoption of a Resolution acknowledging the City's conformance with the CMP requirements.

If you challenge the Council's action in regard 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 hearing.

Any interested person may attend the meeting and be heard. 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.

BYRON POPE, CMC  
City Clerk

EXHIBIT B

ORDINANCE NO. 09-O-2564

AN ORDINANCE OF THE CITY OF BEVERLY HILLS  
AMENDING THE CITY TREASURER'S COMPENSATION  
AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

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

Section 1. Section 2-3-1203 of Article 12 of Chapter 3 of Title 2 of the Beverly Hills Municipal Code is hereby amended to read as follows:

"2-3-1203: Compensation

The city treasurer shall receive a monthly salary of two hundred dollars (\$200.00)."

Section 2. 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 decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every 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 3. 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.

Section 4. 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 7, 2009

Effective: May 8, 2009

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/  
Chief Financial Officer

## EXHIBIT C

**NOTICE TO BIDDERS****Drilling and Testing of****A TEST HOLE**

**For the City of  
BEVERLY HILLS**

**Within the City of  
WEST HOLLYWOOD, CALIFORNIA**

**BIDS** - Sealed Proposals for test hole drilling for the City of Beverly Hills at the Robertson Corporate Yard, 621 North Robertson, located within the City of West Hollywood, will be received up to the hour of **2:00 p.m., on November 25, 2008** at the office of the City Clerk of the City of Beverly Hills, located in Room 190 of City Hall 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.

**SITE WALK** - The City will sponsor a mandatory pre-bid site walk at the site, 621 North Robertson Blvd on **November 13, 2008 at 1:30 p.m.** Bidders will be able to observe site conditions at that time that could potentially affect their bids.

**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 drilling and testing of a test hole in accordance with the Technical Specifications prepared for this project.

In general terms, the contract work for this project shall consist of the following items of work in accordance with the Technical Specifications:

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>
1.	1	Lump Sum	Mobilize a direct mud rotary drill rig to the site, including all pertinent equipment as specified.
2.	400	Lineal Foot	Install and maintain sound barrier walls.
3.	50	Lineal Foot	Install a 16-inch outside diameter conductor casing to a depth of 50 ft.
4.	800	Lineal Foot	Drill a test hole with a 12-inch diameter (minimum) drill bit to a depth of 850 ft bgs.

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
5.	1	Lump Sum	Perform a suite of downhole geophysical surveys.
6A.	5	Zone	Construct and develop five isolated aquifer test zones
6B.	5	Zone	Install a submersible test pump in each isolated aquifer test zone, sample groundwater, and transport and analyze samples for specified constituents.
7A.	100.000	Gallon	Temporarily store in above ground storage tanks, manifest and haul offsite test water from isolated aquifer zone testing.
7B.	10	Truck	Provide vacuum trucks to transport and dispose of drilling muds.
7C.	6	Truck	Provide dump trucks to transport and dispose of drill cuttings.
8.	12	Hour	Standby time for drill rig.
9.	850	Lineal Foot	Destruction of upper 200 ft of borehole in accordance with DWR and Los Angeles County Department of Health Services guidelines.

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer located at 345 Foothill Road Beverly Hills, California. 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", 2003 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. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

**LIQUIDATED DAMAGES** - There will be a One Thousand Dollar (\$1,000) 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 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 I, 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 at 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. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. 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 completed 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.

**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: "PROPOSAL FOR DRILLING AND TESTING OF A TEST HOLE AT CITY OF BEVERLY HILLS ROBERTSON YARD."

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 EITHER AS A WHOLE.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>05/26/2009</b>
<b>PRODUCER</b> Lyddy Martin Company - License #OC36891 11300 West Olympic Blvd. Suite 910 Los Angeles CA 90064	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> BEVERLY HILLS COURIER PUBLISHING CO., LLC 8840 W. Olympic Blvd  Beverly Hills CA 90211	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Hartford Casualty Insurance Company</b> INSURER B: <b>Oak River Insurance Company</b> INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>      

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAAE3118	04/26/09	04/26/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72SBAAE3118	04/26/09	04/26/10	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2200012295-081	07/29/2008	07/29/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Except 10 day notice for non-payment of premium

<b>CERTIFICATE HOLDER</b>  City of Beverly Hills Office of the City Clerk 455 N Rexford Drive Beverly Hills, CA 90210-4817	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
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**Audit Period: January 1, 2007 – December 31, 2007**

**Beverly Hills Courier**

8840 W Olympic Blvd  
Beverly Hills, CA 90211  
(310) 278-1322  
(310) 271-5118 FAX

EMAIL: info@bhcourier.com  
www.bhcourier.com

**1. Publication Information**

Average Gross Distribution:	39,950 (Print Edition) (**See paragraph seven explanatory)
Number of Editions:	One
Format / Average Page Count:	Tabloid / 40 Pages
Distribution Cycle:	Weekly
Distribution Day / Time:	Friday / by 3 PM
Ownership:	Beverly Hills Courier Publishing Co., LLC
Year Established:	1965
Publication Type:	Community Newspaper
Content:	52% Advertising / 48% Editorial
Distribution Paid/Unpaid:	99% Unpaid / 1% Paid / 0% Sponsored
Primary Delivery Methods:	75% Home Delivery / 1% Mail / 24% Controlled Bulk
Insert Zoning Available:	No
CVC Member Number:	01-2376
DMA/MSA:	Los Angeles, CA / Los Angeles--Riverside--Orange County, CA
Audit Funded By:	Publisher

**2. Rate Card and Mechanical Data**

Rate Card Effective Date:	January 1, 2008
Mechanical Data:	Five (5) columns x 14-inch column depth Full page: 10" wide X 14" depth.
Open Rate:	Local: \$40.00 per column inch National: \$47.05 per column inch
Insert Open Rate:	\$75.00 per thousand
Classified Rate:	\$47.00 per column inch

Volume, frequency, contract, color, and other rates may be available from the publisher.

**3. Contact Information**

Publisher:	Clifton Smith	EMAIL: publisher@bhcourier.com
Advertising:	Carla Howard	EMAIL: choward@bhcourier.com
Distribution:	Carla Howard	EMAIL: choward@bhcourier.com

**4. Distribution Pricing**

Beverly Hills Courier is a controlled distribution weekly without distribution pricing. Annual mail subscription rate: \$57.00



**5. Audited Distribution and Net Press Averages - Print Edition**

CVC Account Number: 01-2376		Beverly Hills Courier Beverly Hills, CA
<b>Audit Period Summary</b>		
Average Net Circulation	(5-H)	**
Average Gross Distribution	(5-F)	39,950
Average Net Press Run	(5-A)	40,000
<b>Audit Period Detail</b>		
A. Average Net Press Run		40,000
B. Office / File		50
C. Controlled Distribution		
1. Home Delivery		30,000
2. Controlled Bulk Delivery / Demand Distribution		8,000
3. Mail		500
4. Restock & Office Service		950
5. Other:		0
<b>TOTAL AVERAGE CONTROLLED DISTRIBUTION</b>		<b>39,450</b>
D. Paid Distribution		
1. Home Delivery		0
2. Single Copy		500
3. Mail		0
4. Restock & Office Service		0
5. Other:		0
<b>TOTAL AVERAGE PAID DISTRIBUTION</b>		<b>500</b>
E. Sponsored / Voluntary Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		0
4. Restock & Office Service		0
5. Other:		0
<b>TOTAL AVERAGE SPONSORED DISTRIBUTION</b>		<b>0</b>
F. Average Gross Distribution		39,950
G. Unclaimed / Returns		(0)*
<b>H. Average Net Circulation</b>		<b>**</b>

**6A. Audited Average Website Reporting**

	Audit Period Average
Unique Visitors	Not Reported
Page Views	Not Reported
Hits	Not Reported

**6B. Audited Online Edition Reporting**

	Audit Period Average
Total Online Edition Circulation	Not Applicable
Unique Online Edition Circulation	Not Applicable



## 7. Explanatory

### PARAGRAPH FIVE

**\*\* Publisher did not report return / unclaimed copies. This is a gross distribution audit. See paragraph twelve for CVC return / unclaimed estimates.**

#### AUDIT PERIOD SUMMARY

AVERAGE NET CIRCULATION: See audit period detail (H).

AVERAGE GROSS DISTRIBUTION: See audit period detail (F).

NET PRESS RUN: See audit period detail (A).

#### AUDIT PERIOD DETAIL

- A. 1. NET PRESS RUN: Average net press run during the audit period indicated. The net press run average does not include press waste, or start-up copies.
- B. 1. OFFICE / FILE: Undistributed editions maintained by the publisher for office purposes. Office / File editions do not qualify as controlled, paid, or sponsored distribution.
- C. CONTROLLED DISTRIBUTION (NON-PAID): Editions distributed by the publisher free of charge.
1. HOME DELIVERY: Editions delivered by private carrier to single family residences, and/or multi-family residences, and/or businesses.
2. CONTROLLED BULK / DEMAND DISTRIBUTION: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.
3. MAIL: Editions delivered by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses.
4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.
- D. PAID DISTRIBUTION: Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.
1. HOME DELIVERY: Editions distributed by private carrier to paid subscribers in single family residences, and/or multi family residences, and/or businesses.
2. SINGLE COPY: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.
3. MAIL: Editions delivered by United States Postal Service mail to paid subscribers in single family residences, and/or multi-family residences, and/or businesses.
4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.
- E. SPONSORED / VOLUNTARY PAID DISTRIBUTION: Editions distributed by the publisher that are sponsored by a third-party monetary exchange.
1. HOME DELIVERY: Editions delivered by private carrier to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.
2. SINGLE COPY: Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a voluntary pay basis. Subject to paragraph 5E returns.
3. MAIL: Editions delivered by United States Postal Service mail to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.
4. RESTOCK / OFFICE SERVICE: Editions maintained and distributed by the publisher for restock of voluntary or sponsored newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.
- F. 1. AVERAGE GROSS DISTRIBUTION: Average gross distribution for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)).
- G. 1. UNCLAIMED / RETURNS: Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle \*(See paragraph 12 for CVC return/unclaimed confirmation.)
- H. 1. AVERAGE NET CIRCULATION: Average net circulation for the audit period indicated. (Total of controlled distribution (C), paid distribution (D), and sponsored distribution (E) minus unclaimed / return (G)).

#### PARAGRAPH SIX (A)

UNIQUE VISITORS: A unique visitor to a website where the user registers or where the user is identified or marked by a cookie, IP address, or other ID that is attached to the browser within the defined cycle. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.

PAGE VIEWS: The transmittal of a full page contained within the website to the user's browser.

HITS: The successful transmission of a file contained within a web-page. A single web-page can consist of multiple files which are counted as a hit as the page is downloaded.

#### PARAGRAPH SIX (B)

TOTAL ONLINE EDITION READERS: Registered and/or non-registered users who open and read one or more pages of the online edition during the edition cycle.

UNIQUE ONLINE EDITION READERS: Registered users who have supplied CVC verification information to validate the online edition reader is not a duplicated print edition reader.



OUR DATA SPEAKS VOLUMES

**8. Average Print Distribution History**

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
01/01/07-12/31/07	CVC	39,950	39,950	39,950	39,950
01/01/06-12/31/06	CVC	-	-	39,900	39,900

**9. Distribution by Zip Code (3/28/2008 Edition) Friday**

ZIP CODE	CITY / AREA	COUNTY	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
90024	Los Angeles	Los Angeles	3,500	0	0	0	3,500
90025	Los Angeles	Los Angeles	2,500	0	0	0	2,500
90035	Los Angeles	Los Angeles	800	0	0	0	800
90049	Los Angeles	Los Angeles	700	0	0	0	700
90067	Los Angeles	Los Angeles	1,800	0	0	0	1,800
90077	Los Angeles	Los Angeles	2,500	0	0	0	2,500
90210	Beverly Hills	Los Angeles	8,000	4,800	0	0	12,800
90211	Beverly Hills	Los Angeles	4,000	1,200	0	0	5,200
90212	Beverly Hills	Los Angeles	6,200	1,000	0	0	7,200
Misc.	Assorted	Assorted	0	1,500	500	1,000	3,000
<b>TOTAL</b>			<b>30,000</b>	<b>8,500</b>	<b>500</b>	<b>1,000</b>	<b>40,000</b>

**10. Distribution by County (3/28/2008 Edition) Friday**

COUNTY	CITY / AREA	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills Los Angeles	30,000	7,000	0	0	37,000
Misc.	Assorted	0	1,500	500	1,000	3,000
<b>TOTAL</b>		<b>30,000</b>	<b>8,500</b>	<b>500</b>	<b>1,000</b>	<b>40,000</b>

**11. Verification of Receivership & Readership**

**Controlled Home Delivery and Mail Distribution**

The Circulation Verification Council interviewed residents in the primary market areas indicated in paragraph nine. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, and further identify the number of residents who read or look through the publication. The interviews took place throughout the audit period between the hours of 5:30 PM-8:30 PM and 10:00 AM-2:00 PM. All respondents identified themselves as 18 or older.

1. Beverly Hills Courier is distributed regularly in your area. Do you receive Beverly Hills Courier on a regular basis?
2. (If response to #1 was YES) Do you or someone in your household regularly read or look through Beverly Hills Courier?

**CVC interviews indicate that a sufficient number of households indicated they receive Beverly Hills Courier on a regular basis to substantiate the publisher's distribution claims.**

**CVC interviews indicate that 189 of 233 or 81.1% indicate they regularly read or look through Beverly Hills Courier.**

\*Households reporting stop delivery requests were excluded from the survey.

The Circulation Verification Council estimates that all the information in this text box has a minimum accuracy level of +/-2.5%.



www.cvcaudit.com



**12. Verification of Distribution**

**Controlled Bulk / Demand Distribution**

The Circulation Verification Council interviewed and/or visited controlled bulk/demand distribution locations chosen randomly from the publication's delivery list. The purpose was to identify the number of locations who indicate they receive the publication on a regular basis, and further verify the number of publications distributed at the beginning of the edition cycle, and the number of editions left unclaimed by readers at the end of the edition cycle.

**CVC interviews indicate that 100% of reported controlled bulk drop locations indicated they received Beverly Hills Courier on a regular basis.**

**CVC interviews indicate that less than 15% of Beverly Hills Courier's controlled bulk distributed editions are returned to the publisher unclaimed after the edition cycle.**

**13. Paid Reporting Analysis**

<b>HOME DELIVERY</b>	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
<b>MAIL</b>	Basic Rates: \$57.00 / 1-Year
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
<b>SINGLE COPY</b>	COVER PRICE: N/A
	AVERAGE WHOLESALE RATE: N/A
<b>OTHER:</b>	

**14. Council Audit Statement**

Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, and general business records of this publication for the purpose of compiling this information. The review was completed using Council audit procedures considered necessary under the circumstances of the audit in compliance with CVC Rules and Requirements. In our opinion, this report fairly and accurately represents the publication's printing, distribution, and circulation for the period indicated.



**The current status of this report expires March 31, 2009.**  
 If this report is presented after March 31, 2009 please call the toll-free number listed below.



**Beverly Hills Courier – Beverly Hills, CA – 01-2376 / Supplemental Readership Study**

The Circulation Verification Council interviewed 327 readers in the primary market areas indicated in publication's CVC audit report. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, identify the number of residents who read or look through the publication, and gather readership study information useful for advertising purchase decisions. Market statistics estimates appearing in CVC reports are obtained from EASI Software. The population studied consisted of adults age 18 and over, living in households within the survey area. Within this area, each household and each adult within the household had a known (or "non-zero") probability of being selected for the sample. Interviews were conducted solely with pre-designated respondents and no substitutions were permitted. The verification and readership study took place throughout the audit cycle between the hours of 5:30 PM and 8:30 PM and 10:00 AM and 2:00 PM. Initial interview attempts were spread evenly across all survey days (i.e., Tuesday through Saturday). A minimum of 250 completed interviews is required with no more than one interview per household. Interview Procedures: To ensure the highest degree of comparability and to facilitate the auditing process, a standard, consistent, specified list of interview questions was asked. Interviews were conducted by CVC with supervision, interview training, and monitoring capabilities. Interviews were conducted over a minimum period of four weeks to minimize the impact of weather and/or special events. Every effort was made to ensure that interviews were assigned randomly by day and that an approximately equal number of interviews were completed on each interviewing day. Where appropriate, data was balanced and/or weighted by ZIP code using up-to-date known demographics: gender, age, number of adults in household and ethnicity in those cases where one minority comprised no less than ten percent of the total population. Non-responses to any single question were eliminated from the survey. In all cases, at least six attempts were made to contact all pre-designated respondents. The telephone rang a minimum of six times each time a number was dialed before the attempt was classified as a "no answer." Each number was dialed at different times and, as necessary, on different days. Every effort was made to surmount language, cultural, behavioral and other barriers to a successful interview; and to the extent feasible, callbacks were scheduled on a random basis. At least one callback attempt per respondent was made on a weekend. During the interview process, no questions were asked prior to the publication readership question, with the exception of a qualifying question designed to determine the ZIP code of recipient residence; and a general warm-up call explanation designed to put the respondent at ease. Warm-up questions did not include any reference to the publication itself or the nature of the study. This study followed recommended guidelines developed in part from the Advertising Research Foundation (ARF) readership guidelines. Survey totals may not equal 100% due to rounding. The Circulation Verification Council estimates that all the information in this survey has a maximum error margin of +/-2.5 at the 95% confidence level. \*189 Survey respondents were interviewed during the verification of home delivery and mail distribution. 138 Survey respondents reported reading a minimum of two of the last four issues through single copy, controlled bulk, or pass along distribution.

• **Average readers per edition during the audit period: 2.20\***  
 \*Readership estimates compiled from 2007 CVC circulation & readership study data.

1. Beverly Hills Courier is distributed regularly in your area. Do you regularly read or look through Beverly Hills Courier?

YES	327	Survey Respondents
NO		Survey Terminated

2. Do you frequently purchase products or services from ads seen in Beverly Hills Courier?

YES	219	67.0%
NO	108	33.0%

3. How long do you keep Beverly Hills Courier before discarding it?

37%	1-2 Days
18%	3-4 Days
21%	5-6 Days
24%	1 Week or More

4. Please select the category that best describes your age.

Reader Demographics	Market Demographics
04%	07% 18 - 20
11%	10% 21 - 24
16%	17% 25 - 34
19%	19% 35 - 44
20%	16% 45 - 54
16%	09% 55 - 64
12%	09% 65 - 74
02%	13% 75 years or older

5. Do you have a paid daily newspaper delivered to your home five, or more days a week?

41%	YES
59%	NO



6. What is the highest level of education you have obtained?

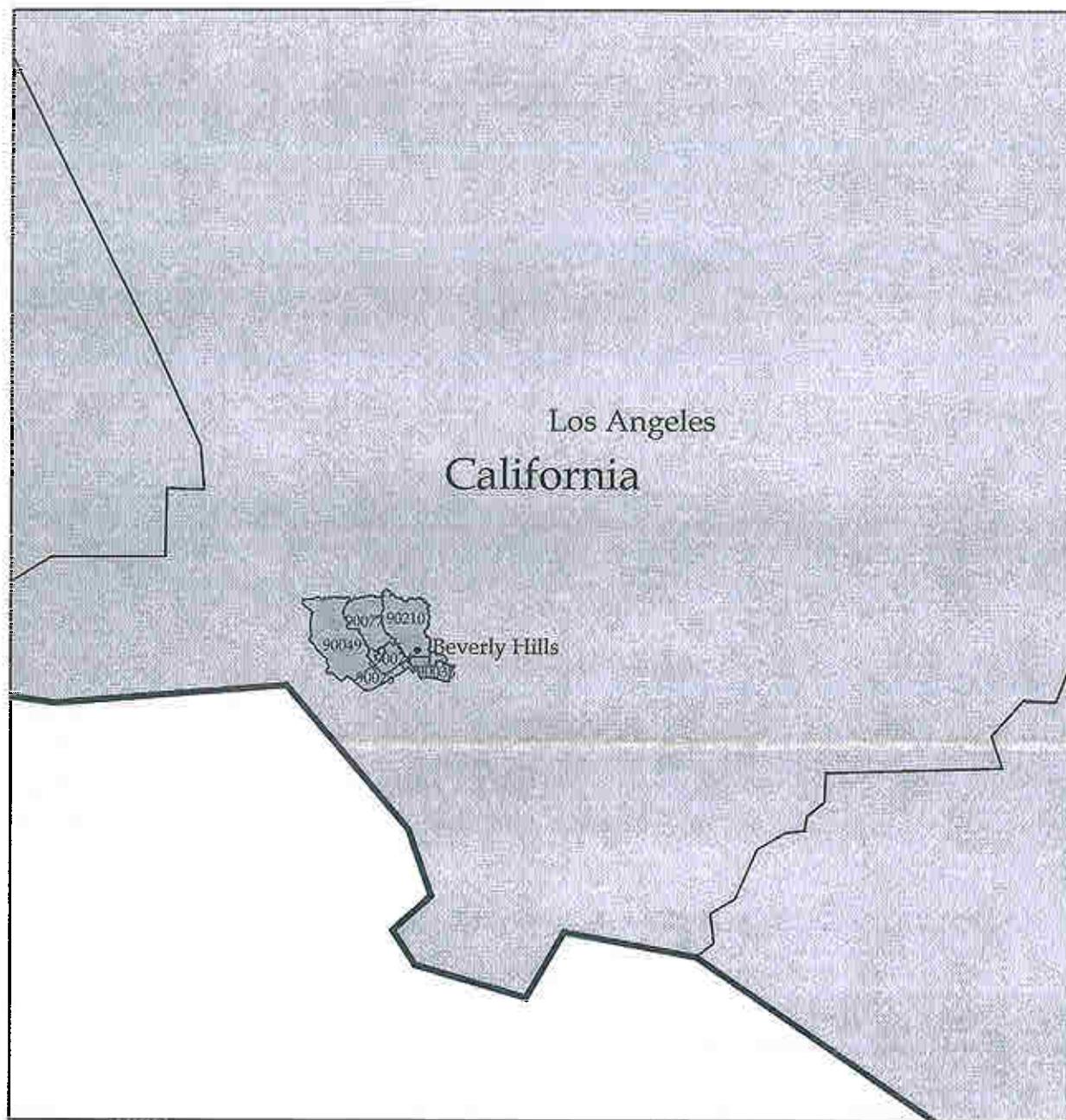
Reader Demographics	Market Statistics	
01%	05%	Some High School or Less
04%	14%	Graduated High School
32%	21%	Some College
43%	35%	Graduated College
20%	25%	Completed Post Graduate

7. What category best describes your combined annual household income for last year?

Reader Demographics	Market Demographics	
00%	20%	Under \$25,000
04%	19%	\$25,001 - \$49,999
05%	14%	\$50,000 - \$74,999
06%	11%	\$75,000 - \$99,999
30%	13%	\$100,000 - \$149,999
55%	23%	Over \$150,000

9. Which of the following products or services do you plan to purchase during the next twelve months? (% = Positive respondents)

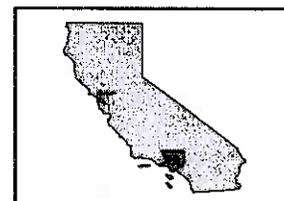
- 26% New Automobile
- 12% Used Automobile
- 09% Antiques / Auctions
- 66% Furniture / Home Furnishings
- 31% Major Home Appliance
- 21% Home Computers
- 58% Home Improvements / Supplies
- 43% Television / Electronics
- 28% Carpet / Flooring
- 65% Automobile Accessories (tires, brakes & service)
- 76% Lawn & Garden
- 41% Florist / Gift Shops
- 30% Home Heating / Air Conditioning (service, new equipment)
- 66% Vacations / Travel
- 08% Real Estate
- 86% Men's Apparel
- 96% Women's Apparel
- 55% Children's Apparel
- 06% Boats / Personal Watercraft
- 32% Art & Crafts Supplies
- 32% Childcare
- 38% Education / Classes
- 18% Attorney
- 19% Veterinarian
- 22% Chiropractor
- 19% Financial Planner (Retirement, Investing)
- 78% Tax Advisor / Services
- 40% Health Club / Exercise Class
- 71% Cleaning Services (Carpet Cleaning, Air Duct Cleaning, Home Cleaning)
- 05% Weight Loss
- 81% Lawn Care Service (Maintenance & Landscaping)
- 49% Legal Gambling Entertainment (Lottery, Casinos, Racetracks, Bingo)
- 62% Pharmacist / Prescription Service
- 45% Cellular Phone New/Update Service
- 91% Dining & Entertainment
- 36% Jewelry
- 19% Wedding Supplies
- 47% Athletic & Sports Equipment



**Beverly Hills Courier**  
**Beverly Hills, California**  
**01-2376**

**Key to Features**

-  State Boundary
-  County Boundary
-  Zip Code Boundary



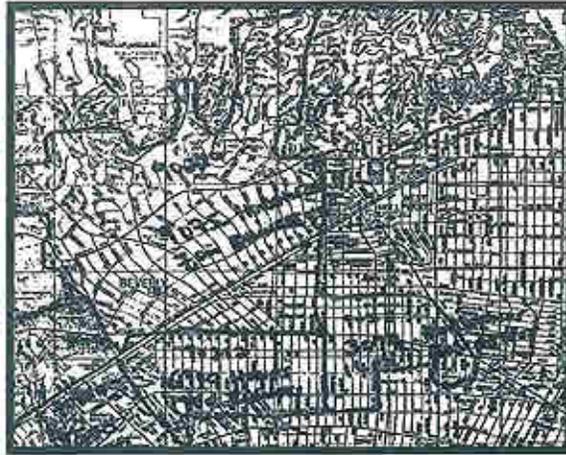
# BEVERLY HILLS COURIER INSERT CIRCULATION



*Serving The Community Since 1965*

8840 West Olympic Boulevard, Beverly Hills, CA 90211 • (310) 278-1322 • Fax (310)271-5118 • E-Mail [COURIERUSA@AOL.COM](mailto:COURIERUSA@AOL.COM)

# BEVERLY HILLS COURIER INSERT CIRCULATION



The *Beverly Hills Courier* is distributed to every home, apartment, store and office in the city of Beverly Hills and its Business Triangle, a daytime population of 250,000 Door to door circulation of over 40,000.

In addition, *The Courier* is mailed or delivered to all homes north of Sunset boulevard, Trousdale Estates, Coldwater, Beverly Glen, Franklin and Benedict canyons, Bel Air, Brentwood, Holmby Hills, Westwood, Cheviot Hills, Beverlywood and Century City stores and office buildings.

## • INSERT RATES •

**\$50.00 per thousand**

**Minimum of five thousand, \$250.00**

**Total 40,000 insert rate \$2,000.00**

All inserts should be boxed and delivered to *The Courier* no later than 5:00 pm. on Tuesdays to make the Friday publication.

*Serving The Community Since 1965*

8840 West Olympic Boulevard, Beverly Hills, CA 90211 • (310) 278-1322 • Fax (310)271-5118 •E-Mail COURIERUSA@AOL.COM



...of general circulation published in the same county as the... newspaper... as directed by order of the Court... such publication was duly made and the Court see the... petition for hearing.

1. The Beverly Hills Courier is a newspaper published... the dissemination of local news and intelligence of a general... which has a long time subscription list... been "established" and "published", as such... are listed in front of the Government Code, as regular... Beverly Hills, in the Beverly Hills... Los Angeles County, State of... judicial districts or judicial districts... the City of Beverly Hills... the City of Beverly Hills... the filling of the within...

The Beverly Hills Courier has a substantial circulation... in the City of Beverly Hills, the Beverly Hills... Los Angeles County, State of... judicial districts or judicial districts...

The Beverly Hills Courier has maintained a minimum... of local news and intelligence of a general character... 1954 per cent of the total income... year of 1954 were paid.

The Beverly Hills Courier has only one principal... office is in the City of Beverly Hills.

...in the County of Los Angeles School District, Los Angeles County, State of California, and in the other districts as herein defined, referred to in Paragraph 1 above.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the County of Los Angeles is a newspaper of general circulation, as defined in Article I of the Government Code, for the City of Beverly Hills, for the County of Los Angeles School District, for the County of Los Angeles, for the State of California and for all other counties of judicial districts (including without limitation the Metropolitan Water District of Southern California) which include the City of Beverly Hills within each such district's respective jurisdiction.

The Clerk is ordered to enter this judgment.

WITNESSED my hand and the seal of the Court this 2nd day of June, 2009.

*[Signature]*  
Judge of the Superior Court  
PRO TEMORE

*[Signature]*

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

THIS DEED IS FOR THE COUNTY CLERK'S PUBLIC STAMP

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

THIS DEED IS FOR THE COUNTY CLERK'S PUBLIC STAMP

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

[REDACTED]

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

## Attachment #3

### Beverly Hills Weekly Bid



Mr. Bryon Pope  
City Clerk  
455 N Rexford Dr #290  
Beverly Hills, CA 90210

May 27, 2009

Ladies and Gentlemen:

Please find enclosed the bid form and assorted materials pertaining to the legal advertising contract.

Regarding the City's request for a circulation audit, we are attaching a copy of our most recent CVC audit. We have not conducted an audit this year, nor do we plan to, because our print run has not changed significantly in the last few years.

We look forward to working with you again in 2009 and beyond.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Gross", written over a white background.

Josh Gross  
Publisher/CEO  
*Beverly Hills Weekly*

140 South Beverly Drive, Suite 201  
Beverly Hills, CA 90212  
310.887.0788 • 310.887.0789 fax • [www.bhweekly.com](http://www.bhweekly.com)

Bid No. 09-40**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 11)\*\*\***

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 12, 2009  
**Bid Number:** 09-40  
**Item Description:** Advertising  
**Bid Opening:** May 27, 2009 at 2:00 p.m.

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

Bid No. 09-40

**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

Bid No. 09-40

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.

Bid No. 09-40**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 advertising including 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. The successful bidder shall enter into an agreement with City for services through June 30, 2010 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.

Bid No. 09-40

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 \$200
    - (2) 1/5th page NA
    - (3) 1/4 page \$400
    - (4) 1/2 page \$800
    - (5) full page \$1600

\*does not include CNPA or introductory/promotional rate
  
  - c. Display advertising pages 6 through first page of classifieds for:
    - (1) 1/8th page \$200
    - (2) 1/5th page NA
    - (3) 1/4 page \$400
    - (4) 1/2 page \$800
    - (5) full page \$1600

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 certificate of adjudication.
  
10. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.
  
11. The successful bidder shall provide two affidavits of publication within two weeks of each publication.

Bid No. 09-40

12. 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.**

Bid No. 09-40

**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**

Column = 2.5 inches

<u>ITEM</u>	<u>ARTICLE</u>	<u>PRICE PER LEGAL SQUARE 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 | \$ <u>10.4</u><br>(with digitally transmitted text)<br>\$ <u>10.4</u><br>(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). | \$ <u>10</u><br>(with digitally transmitted text)<br>\$ <u>10</u><br>(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> | \$ <u>12.4</u><br>(with digitally transmitted text)<br>\$ <u>12.4</u><br>(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).	\$ <u>10.4</u> (with digitally transmitted text) \$ <u>10.4</u> (without digitally transmitted text)
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Bid No. 09-40

**PRICING**

Vendor's rates shall not exceed the rates Vendor charges any other advertiser 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.

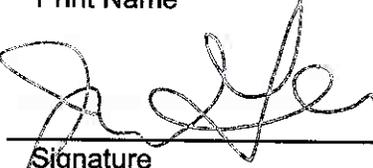
1. Deadline Mon 5pm for Publishing Thurs  
(day and time) (day)

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

Exceptions or Deviations attached YES  NO

Company Name Beverly Hills Weekly Telephone 310-887-0788

Address 140 S Beverly Dr #201 Beverly Hills CA 90212

Person submitting bid:	<u>Josh Gross</u>	<u>CEO</u>
	Print Name	Title
		<u>5/27/09</u>
	Signature	Date

Bid No. 09-40

**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:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability;
---	---

Bid No. 09-40

2	have at least thirty (30) days written notice of cancellation; and
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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.

Bid No. 09-40

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 \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
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

Title: LEGAL ADVERTISING

BID NO. 07-25

## 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 advertising including 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 such publication.

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.

BID NO. 07-25

Title: LEGAL ADVERTISING

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

VENDOR shall provide two affidavits 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 advertiser 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 two affidavits 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	B.I.	LIMITS		AGGREGATE
					P.D.		
		AUTOMOBILE LIABILITY <input type="checkbox"/>					
		GENERAL LIABILITY <input type="checkbox"/>					
		PRODUCTS /COMPLETED OPERATIONS <input type="checkbox"/>					
		BLANKET CONTRACTUAL CONTRACTOR'S PROTECTIVE <input type="checkbox"/>					
		PERSONAL INJURY <input type="checkbox"/>					
		OTHER <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 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: \_\_\_\_\_

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

Authorized Insurance Representative  
TITLE: \_\_\_\_\_

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

EXHIBIT D  
CIRCULATION AREA

**ATTACHMENT B**

**EXHIBIT A**

City Clerk's Office

**NOTICE OF PUBLIC HEARING**

The City Council of Beverly Hills, at its regular meeting to be held on **Tuesday, August 19, 2008, 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  
FINDING THE CITY TO BE IN CONFORMANCE WITH THE  
CONGESTION MANAGEMENT PROGRAM, AND ADOPTING THE  
LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH  
CALIFORNIA GOVERNMENT CODE §65089**

The City of Beverly Hills is required to comply with the CMP, which is a state-mandated program implemented by a designated CMP agency, which is the Los Angeles Metropolitan Transportation Authority. The City Council will consider adoption of a Resolution acknowledging the City's conformance with the CMP requirements.

If you challenge the Council's action in regard 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 hearing.

Any interested person may attend the meeting and be heard. 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.

**BYRON POPE, CMC**  
City Clerk

EXHIBIT B

ORDINANCE NO. 09-O-2564

AN ORDINANCE OF THE CITY OF BEVERLY HILLS  
AMENDING THE CITY TREASURER'S COMPENSATION  
AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

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

Section 1. Section 2-3-1203 of Article 12 of Chapter 3 of Title 2 of the Beverly Hills Municipal Code is hereby amended to read as follows:

"2-3-1203: Compensation

The city treasurer shall receive a monthly salary of two hundred dollars (\$200.00)."

Section 2. 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 decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every 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 3. 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.

Section 4. 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 7, 2009

Effective: May 8, 2009

---

NANCY KRASNE  
Mayor of the City of Beverly Hills

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/  
Chief Financial Officer

## EXHIBIT C

**NOTICE TO BIDDERS****Drilling and Testing of****A TEST HOLE****For the City of  
BEVERLY HILLS****Within the City of  
WEST HOLLYWOOD, CALIFORNIA**

**BIDS** - Sealed Proposals for test hole drilling for the City of Beverly Hills at the Robertson Corporate Yard, 621 North Robertson, located within the City of West Hollywood, will be received up to the hour of **2:00 p.m., on November 25, 2008** at the office of the City Clerk of the City of Beverly Hills, located in Room 190 of City Hall 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.

**SITE WALK** - The City will sponsor a mandatory pre-bid site walk at the site, 621 North Robertson Blvd on **November 13, 2008 at 1:30 p.m.** Bidders will be able to observe site conditions at that time that could potentially affect their bids.

**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 drilling and testing of a test hole in accordance with the Technical Specifications prepared for this project.

In general terms, the contract work for this project shall consist of the following items of work in accordance with the Technical Specifications:

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>
1.	1	Lump Sum	Mobilize a direct mud rotary drill rig to the site, including all pertinent equipment as specified.
2.	400	Lineal Foot	Install and maintain sound barrier walls.
3.	50	Lineal Foot	Install a 16-inch outside diameter conductor casing to a depth of 50 ft.
4.	800	Lineal Foot	Drill a test hole with a 12-inch diameter (minimum) drill bit to a depth of 850 ft bgs.

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
5.	1	Lump Sum	Perform a suite of downhole geophysical surveys.
6A.	5	Zone	Construct and develop five isolated aquifer test zones
6B.	5	Zone	Install a submersible test pump in each isolated aquifer test zone, sample groundwater, and transport and analyze samples for specified constituents.
7A.	100.000	Gallon	Temporarily store in above ground storage tanks, manifest and haul offsite test water from isolated aquifer zone testing.
7B.	10	Truck	Provide vacuum trucks to transport and dispose of drilling muds.
7C.	6	Truck	Provide dump trucks to transport and dispose of drill cuttings.
8.	12	Hour	Standby time for drill rig.
9.	850	Lineal Foot	Destruction of upper 200 ft of borehole in accordance with DWR and Los Angeles County Department of Health Services guidelines.

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer located at 345 Foothill Road Beverly Hills, California. 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", 2003 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. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

**LIQUIDATED DAMAGES** - There will be a One Thousand Dollar (\$1,000) 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 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 at 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. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. 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 completed 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.

**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: "PROPOSAL FOR DRILLING AND TESTING OF A TEST HOLE AT CITY OF BEVERLY HILLS ROBERTSON YARD."

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 EITHER AS A WHOLE.

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LISA GRACE-KELLOGG SBN 191988  
210 S. Spring Street  
Los Angeles, CA 90012  
  
(213) 628-4384  
  
Attorney for Petitioner

**ORIGINAL FILED**  
  
NOV 22 2002  
  
LOS ANGELES  
SUPERIOR COURT  
DEPARTMENT 33

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

**IN RE THE PETITION OF JOSH GROSS TO  
ESTABLISH THE BEVERLY HILLS-  
BEVERLYWOOD WEEKLY AS A NEWSPAPER  
OF GENERAL CIRCULATION**

No. BS079161

**JUDGMENT ADJUDICATING THE  
BEVERLY HILLS-BEVERLYWOOD  
WEEKLY AS A NEWSPAPER OF  
GENERAL CIRCULATION**

*(Government Code §6008)*

The verified Petition of Josh Gross to have The Beverly Hills-Beverlywood Weekly ascertained and established as a newspaper of general circulation, as defined by Government Code §6008 of the Government Code, came on regularly for hearing by the Court on November 22, 2002 in Department 32 of the above entitled court. Petitioner appeared by his attorney, Lisa Grace-Kellogg. Contestant appeared by his attorney, Joe Hart.

Evidence, both oral and documentary, was introduced and the matter was argued and submitted for decision. On proof made to the satisfaction of the Court, the Court finds as follows:

1. The Beverly Hills-Beverlywood Weekly is published for the dissemination of local or telegraphic news and intelligence of a general character in the City of Beverly Hills, California. The business address is 140 South Beverly Drive #201 Beverly Hills, CA 90212.

2. The Beverly Hills-Beverlywood Weekly has a bona fide subscription list of paying

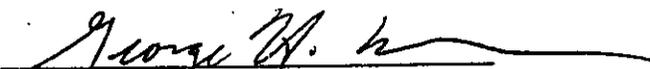
1 subscribers, and substantial distribution to paid subscribers in the City of Beverly Hills and  
2 surrounding areas.

3 3. For more than three years preceding the filing of the petition, the petitioning newspaper  
4 has been established under the name of Beverly Hills-Beverlywood Weekly, and has been so  
5 established and published, that is, issued and sold or distributed regularly every week in the City of  
6 Beverly Hills and the surrounding areas.

7 4. During each of the three-year period preceding the filing of this petition, the newspaper  
8 has maintained a minimum coverage of local news and intelligence of a general character of not less  
9 than twenty-five percent of its total inches; it has a principal office of publication located in the City  
10 of Beverly Hills, County of Los Angeles.

11 **WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED** that The Beverly Hills-  
12 Beverlywood Weekly is a newspaper of general circulation as defined by Government Code §6008  
13 for the City of Beverly Hills, Beverly Hills Unified School District, Beverly Hills Judicial District,  
14 County of Los Angeles, State of California.

15  
16 DATED: 11/22/03

17  
18   
19 JUDGE OF THE SUPERIOR COURT

**CommunityMedia**  
**Corporation**  
**CommunityMedia Print Facility**

May 13, 2009

To whom it may concern:

Community Media Print Facility has printed the following newspaper and quantity every week including the past year:

Beverly Hills Weekly	15,000
----------------------	--------

If I can be of further assistance please contact me at extension 224.

Respectfully,



Cecilia Preciado

15005 S. Vermont Ave., Gardena, CA 90247  
310-412-0034 310-412-0521 fax

JOHNNY DISTRIBUTION  
31 SCOTTSDALE SOUTH  
CARSON, CA 90745  
(310) 830-5190

May 15, 2009

To Whom it May Concern:

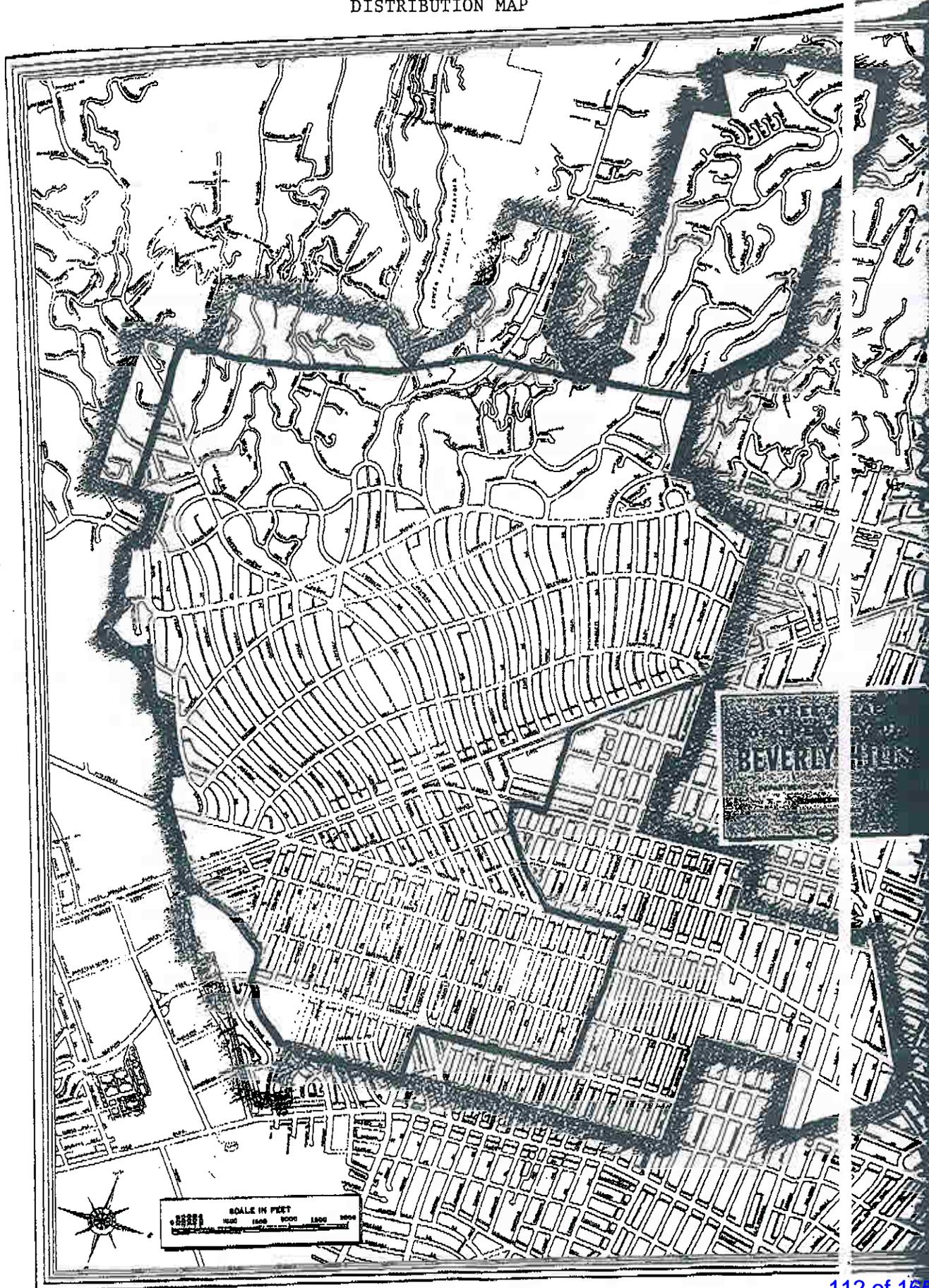
I am manager of Johnny Distribution service. I certify that we are the distribution service for *Beverly Hills Weekly*. We distribute 15,000 copies every Thursday in Beverly Hills.

Sincerely,

A handwritten signature in black ink that reads "Irma Gonzalez". The signature is written in a cursive, flowing style.

Irma Gonzalez  
Manager, Johnny Distribution Service

BEVERLY HILLS WEEKLY  
DISTRIBUTION MAP





**Audit Period: October 1, 2006 – September 30, 2007**

**Beverly Hills Weekly**

140 S Beverly Drive, #201  
Beverly Hills, CA 90212  
(310) 887-0988  
(310) 887-0789 FAX

EMAIL: [josh@bhweekly.com](mailto:josh@bhweekly.com)  
[www.bhweekly.com](http://www.bhweekly.com)

**1. Publication Information**

Average Net Circulation:	14,950 (Print Edition)
Number of Editions:	One
Format / Average Page Count:	Tabloid / 20 Pages
Circulation Cycle:	Weekly
Circulation Day / Time:	Thursday / By 6 AM
Ownership:	Beverly Hills Weekly
Year Established:	1999
Publication Type:	Community Newspaper
Content:	60% Advertising / 40% Editorial
Circulation Paid/Unpaid:	99% Unpaid / 1% Paid / 0% Sponsored
Primary Delivery Methods:	93% Home Delivery / 1% Mail / 6% Controlled Bulk
Insert Zoning Available:	No
CVC Member Number:	19-0006
DMA/MSA:	Los Angeles, CA / Los Angeles--Riverside--Orange County, CA CMSA
Audit Funded By:	Independent Free Papers of America

**2. Rate Card and Mechanical Data**

Rate Card Effective Date:	October 1, 1999
Mechanical Data:	Four (4) columns x 13-inch column depth Full page: 10" wide X 13" depth.
Open Rate:	Local: \$1,600.00 Full Page - \$200.00 1/8 <sup>th</sup> Page National: \$1,600.00 Full Page - \$200.00 1/8 <sup>th</sup> Page
Insert Open Rate:	\$50.00 per thousand
Classified Rate:	\$25.00 for up to 15 words

Volume, frequency, contract, color, and other rates may be available from the publisher.

**3. Contact Information**

Publisher:	Josh Gross	EMAIL: <a href="mailto:josh@bhweekly.com">josh@bhweekly.com</a>
Advertising:	Simon Esfandi	EMAIL: <a href="mailto:simon@bhweekly.com">simon@bhweekly.com</a>
Circulation:	Simon Esfandi	EMAIL: <a href="mailto:simon@bhweekly.com">simon@bhweekly.com</a>

**4. Circulation Pricing**

Beverly Hills Weekly is a controlled circulation weekly without circulation pricing. Annual mail subscription rate: \$75.00

**CIRCULATION**  
**VERIFICATION** OUR DATA SPEAKS VOLUMES  
**COUNCIL**

**5. Audited Circulation, Distribution and Net Press Averages - Print Edition**

CVC Account Number: 19-0005		Beverly Hills Weekly Beverly Hills, CA
<b>Audit Period Summary</b>		
Average Net Circulation	(5-H)	14,950
Average Gross Distribution	(5-F)	14,950
Average Net Press Run	(5-A)	15,000
<b>Audit Period Detail</b>		
A. Average Net Press Run		15,000
B. Office / File		50
C. Controlled Distribution		
1. Home Delivery		14,000
2. Controlled Bulk Delivery / Demand Distribution		860
3. Mail		0
4. Restock & Office Service		60
5. Other:		0
<b>TOTAL AVERAGE CONTROLLED DISTRIBUTION</b>		<b>14,920</b>
D. Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		30
4. Restock & Office Service		0
5. Other:		0
<b>TOTAL AVERAGE PAID DISTRIBUTION</b>		<b>30</b>
E. Sponsored / Voluntary Paid Distribution		
1. Home Delivery		0
2. Single Copy		0
3. Mail		0
4. Restock & Office Service		0
5. Other:		0
<b>TOTAL AVERAGE SPONSORED DISTRIBUTION</b>		<b>0</b>
F. Average Gross Distribution		14,950
G. Unclaimed / Returns		(0)*
<b>H. Average Net Circulation</b>		<b>14,950</b>

**6A. Audited Average Website Reporting**

	Audit Period Average
Unique Visitors	Not Reported
Page Views	Not Reported
Hits	Not Reported

**6B. Audited Online Edition Reporting**

	Audit Period Average
Total Online Edition Circulation	Not Applicable
Unique Online Edition Circulation	Not Applicable



7. Explanatory

**PARAGRAPH FIVE**  
**AUDIT PERIOD SUMMARY**  
**AVERAGE NET CIRCULATION:** See audit period detail (H).  
**AVERAGE GROSS DISTRIBUTION:** See audit period detail (F).  
**NET PRESS RUN:** See audit period detail (A).  
**AUDIT PERIOD DETAIL**

A. 1. **NET PRESS RUN:** Average net press run during the audit period indicated. The net press run average does not include press waste, or start-up copies.

B. 1. **OFFICE / FILE:** Undistributed editions maintained by the publisher for office purposes. Office / File editions do not qualify as controlled, paid, or sponsored distribution.

C. **CONTROLLED DISTRIBUTION (NON-PAID):** Editions distributed by the publisher free of charge.

1. **HOME DELIVERY:** Editions delivered by private carrier to single family residences, and/or multi-family residences, and/or businesses.

2. **CONTROLLED BULK / DEMAND DISTRIBUTION:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.

3. **MAIL:** Editions delivered by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses.

4. **RESTOCK / OFFICE SERVICE:** Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.

D. **PAID DISTRIBUTION:** Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.

1. **HOME DELIVERY:** Editions distributed by private carrier to paid subscribers in single family residences, and/or multi-family residences, and/or businesses.

2. **SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5E returns.

3. **MAIL:** Editions delivered by United States Postal Service mail to paid subscribers in single family residences, and/or multi-family residences, and/or businesses.

4. **RESTOCK / OFFICE SERVICE:** Editions maintained and distributed by the publisher for restock of newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.

E. **SPONSORED / VOLUNTARY PAID DISTRIBUTION:** Editions distributed by the publisher that are sponsored by a third party monetary exchange.

1. **HOME DELIVERY:** Editions delivered by private carrier to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.

2. **SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a voluntary pay basis. Subject to paragraph 5E returns.

3. **MAIL:** Editions delivered by United States Postal Service mail to sponsored subscribers in single family residences, and/or multi-family residences, and/or businesses.

4. **RESTOCK / OFFICE SERVICE:** Editions maintained and distributed by the publisher for restock of voluntary or sponsored newsracks, newsstands, area retail businesses, office deliveries, and advertising purposes during the edition cycle. Subject to paragraph 5E returns.

F. 1. **AVERAGE GROSS DISTRIBUTION:** Average gross distribution for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)).

G. 1. **UNCLAIMED / RETURNS:** Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle \*(See paragraph 12 for CVC return/unclaimed confirmation.)

H. 1. **AVERAGE NET CIRCULATION:** Average net circulation for the audit period indicated. (Total of controlled distribution (C), paid distribution (D), and sponsored distribution (E) minus unclaimed / return (G)).

**PARAGRAPH SIX (A)**  
**UNIQUE VISITORS:** A unique visitor to a website where the user registers or where the user is identified or marked by a cookie, IP address, or other ID that is attached to the browser within the defined cycle. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.  
**PAGE VIEWS:** The transmittal of a full page contained within the website to the user's browser.  
**HITS:** The successful transmission of a file contained within a web-page. A single web-page can consist of multiple files which are counted as a hit as the page is downloaded.

**PARAGRAPH SIX (B)**  
**TOTAL ONLINE EDITION READERS:** Registered and/or non-registered users who open and read one or more pages of the online edition during the edition cycle.  
**UNIQUE ONLINE EDITION READERS:** Registered users who have supplied CVC verification information to validate the online edition reader is not a duplicated print edition reader.





**8. Average Print Circulation History**

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
01/01/07-12/31/07	CVC	14,950	14,950	14,950	-
01/01/06-12/31/06	CVC	No Reporting	No Reporting	No Reporting	14,950
01/01/04-12/31/05	CVC	No Reporting	No Reporting	No Reporting	No Reporting
07/01/03-12/31/03	CVC	-	-	10,975	10,975

**9. Distribution by Zip Code (9/27/2007 Edition)**

ZIP CODE	CITY / AREA	COUNTY	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
90210	Beverly Hills	Los Angeles	6,874	0	0	0	6,874
90211	Beverly Hills	Los Angeles	2,856	0	0	0	2,856
90212	Beverly Hills	Los Angeles	4,270	0	0	110	4,380
Misc.	Assorted	Assorted	0	860	30	0	890
<b>TOTAL</b>			<b>14,000</b>	<b>860</b>	<b>30</b>	<b>110</b>	<b>15,000</b>

**10. Distribution by County (9/27/2007 Edition)**

COUNTY	CITY / AREA	HOME DELIVERY	CONTROLLED BULK	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills	14,000	0	0	110	14,110
Misc.	Assorted	0	860	30	0	890
<b>TOTAL</b>		<b>14,000</b>	<b>860</b>	<b>30</b>	<b>110</b>	<b>15,000</b>

**11. Verification of Receivership & Readership**

**Controlled Home Delivery and Mail Distribution**

The Circulation Verification Council interviewed 339 residents in the primary market areas indicated in paragraph nine. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, and further identify the number of residents who read or look through the publication. The interviews took place throughout the audit period between the hours of 5:30 PM-8:30 PM and 10:00 AM-2:00 PM. All respondents identified themselves as 18 or older.

1. Beverly Hills Weekly is distributed regularly in your area. Do you receive Beverly Hills Weekly on a regular basis?

2. (if response to #1 was YES) Do you or someone in your household regularly read or look through Beverly Hills Weekly?

CVC interviews indicate that a sufficient number of households indicated they receive Beverly Hills Weekly on a regular basis to substantiate the publisher's distribution claims. 264 of 339 households or 77.9% indicated they receive Beverly Hills Weekly on a regular basis.

CVC interviews indicate that 173 of 264 or 65.5% indicate they regularly read or look through Beverly Hills Weekly.

\*Households reporting stop delivery requests were excluded from the survey.

The Circulation Verification Council estimates that all the information in this text box has a minimum accuracy level of +/-2.5%.



www.cvcaudit.com



**12. Verification of Distribution**

**Controlled Bulk Distribution**

Beverly Hills Weekly did not report significant controlled bulk distribution during the audit cycle. Approximately 15 retail locations received an average 860 copies per edition during the audit cycle.

**13. Paid Reporting Analysis**

<b>HOME DELIVERY</b>	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
<b>MAIL</b>	Basic Rates: \$75.00 / 1-Year
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	30
Over 75% of basic rate	0
Over 50% of basic rate	0
Under 50% of basic rate	0
<b>SINGLE COPY</b>	COVER PRICE: N/A
	AVERAGE WHOLESALE RATE: N/A
<b>OTHER:</b>	

**14. Council Audit Statement**

Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, and general business records of this publication for the purpose of compiling this information. The review was completed using Council audit procedures considered necessary under the circumstances of the audit in compliance with CVC Rules and Requirements. In our opinion, this report fairly and accurately represents the publication's printing, distribution, and circulation for the period indicated.



**The current status of this report expires December 31, 2008.**  
 If this report is presented after December 31, 2008 please call the toll-free number listed below.



**Beverly Hills Weekly – Beverly Hills, CA – 19-0006 - Supplemental Readership Study**

The Circulation Verification Council interviewed readers in the primary market areas indicated in publication's CVC audit report. The purpose was to identify the number of residents who indicate they receive the publication on a regular basis, identify the number of residents who read or look through the publication, and gather readership study information useful for advertising purchase decisions. Market statistics estimates appearing in CVC reports are obtained from EASI Software. The population studied consisted of adults age 18 and over, living in households within the survey area. Within this area, each household and each adult within the household had a known (or "non-zero") probability of being selected for the sample. Interviews were conducted solely with pre-designated respondents and no substitutions were permitted. The verification and readership study took place throughout the audit cycle between the hours of 5:30 PM and 8:30 PM and 10:00 AM and 2:00 PM. Initial interview attempts were spread evenly across all survey days (i.e., Tuesday through Saturday). A minimum of 250 completed interviews is required with no more than one interview per household. Interview Procedures: To ensure the highest degree of comparability and to facilitate the auditing process, a standard, consistent, specified list of interview questions was asked. Interviews were conducted by CVC with supervision, interview training, and monitoring capabilities. Interviews were conducted over a minimum period of four weeks to minimize the impact of weather and/or special events. Every effort was made to ensure that interviews were assigned randomly by day and that an approximately equal number of interviews were completed on each interviewing day. Where appropriate, data was balanced and/or weighted by ZIP code using up-to-date known demographics: gender, age, number of adults in household and ethnicity in those cases where one minority comprised no less than ten percent of the total population. Non-responses to any single question were eliminated from the survey. In all cases, at least six attempts were made to contact all pre-designated respondents. The telephone rang a minimum of six times each time a number was dialed before the attempt was classified as a "no answer." Each number was dialed at different times and, as necessary, on different days. Every effort was made to surmount language, cultural, behavioral and other barriers to a successful interview; and to the extent feasible, callbacks were scheduled on a random basis. At least one callback attempt per respondent was made on a weekend. During the interview process, no questions were asked prior to the publication readership question, with the exception of a qualifying question designed to determine the ZIP code of recipient residence; and a general warm-up call explanation designed to put the respondent at ease. Warm-up questions did not include any reference to the publication itself or the nature of the study. This study followed recommended guidelines developed in part from the Advertising Research Foundation (ARF) readership guidelines. Survey totals may not equal 100% due to rounding. The Circulation Verification Council estimates that all the information in this survey has a maximum error margin of +/-2.5 at the 95% confidence level. \*173 Survey respondents were interviewed during the verification of home delivery and mail distribution. 79 Survey respondents reported reading a minimum of two of the last four issues through single copy, controlled bulk, or pass along distribution.

• **Average readers per edition during the audit period: 1.70\***  
\*Readership estimates compiled from 2007 CVC circulation & readership study data.

1. Beverly Hills Weekly is distributed regularly in your area. Do you regularly read or look through Beverly Hills Weekly?

YES	252	Survey Respondents
NO		Survey Terminated

2. Do you frequently purchase products or services from ads seen in Beverly Hills Weekly?

YES	159	63.1%
NO	93	36.9%

3. How long do you keep Beverly Hills Weekly before discarding it?

56%	1-2 Days
10%	3-4 Days
14%	5-6 Days
20%	1 Week or More

4. Please select the category that best describes your age.

Reader Demographics	Market Demographics	
00%	03%	18 - 20
02%	04%	21 - 24
13%	13%	25 - 34
27%	21%	35 - 44
30%	23%	45 - 54
17%	12%	55 - 64
10%	11%	65 - 74
01%	13%	75 years or older





**5. What is the highest level of education you have obtained?**

Reader Demographics	Market Demographics	
00%	05%	Some High School or Less
15%	16%	Graduated High School
30%	21%	Some College
39%	33%	Graduated College
16%	24%	Completed Post Graduate

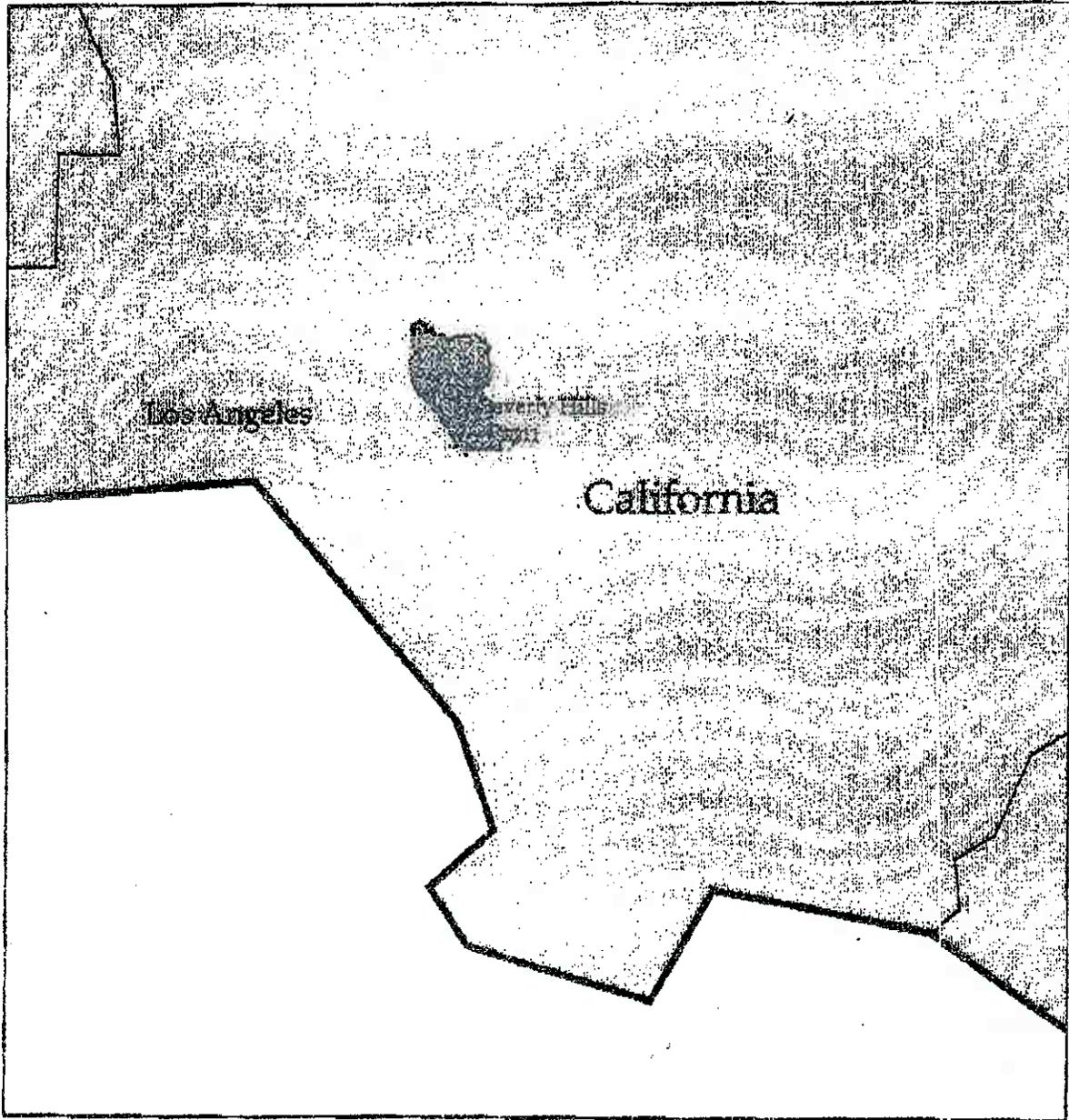
**6. What category best describes your combined annual household income for last year?**

Reader Demographics	Market Demographics	
01%	15%	Under \$25,000
07%	14%	\$25,001 - \$49,999
12%	12%	\$50,000 - \$74,999
17%	11%	\$75,000 - \$99,999
24%	15%	\$100,000 - \$149,999
39%	32%	Over \$150,000

**7. Which of the following products or services do you plan to purchase during the next twelve months?**

Percentage	Product/Service	Note
18%	New Automobile	(% = Positive respondents)
08%	Used Automobile	
07%	Antiques / Auctions	
49%	Furniture / Home Furnishings	
31%	Major Home Appliance	
25%	Home Computers	
42%	Home Improvements / Supplies	
41%	Television / Electronics	
17%	Carpet / Flooring	
62%	Automobile Accessories (tires, brakes & service)	
66%	Lawn & Garden	
37%	Florist / Gift Shops	
19%	Home Heating / Air Conditioning (service, new equipment)	
46%	Vacations / Travel	
07%	Real Estate	
79%	Men's Apparel	
96%	Women's Apparel	
44%	Children's Apparel	
05%	Boats / Personal Watercraft	
32%	Art & Crafts Supplies	
29%	Childcare	
41%	Education / Classes	
11%	Attorney	
21%	Veterinarian	
20%	Chiropractor	
22%	Financial Planner (Retirement, Investing)	
68%	Tax Advisor / Services	
59%	Health Club / Exercise Class	
72%	Cleaning Services (Carpet Cleaning, Air Duct Cleaning, Home Cleaning)	
05%	Weight Loss	
67%	Lawn Care Service (Maintenance & Landscaping)	
59%	Legal Gambling Entertainment (Lottery, Casinos, Racetracks, Bingo)	
81%	Pharmacist / Prescription Service	
34%	Cellular Phone New/Update Service	
85%	Dining & Entertainment	
36%	Jewelry	
17%	Wedding Supplies	
62%	Athletic & Sports Equipment	





Beverly Hills Weekly  
 Beverly Hills, California  
 19-0006

Key to Features

-  State Boundary
-  County Boundary
-  Zip Code Boundary



# What's your business fortune?

Standard display rates  
column = 2.5 inches

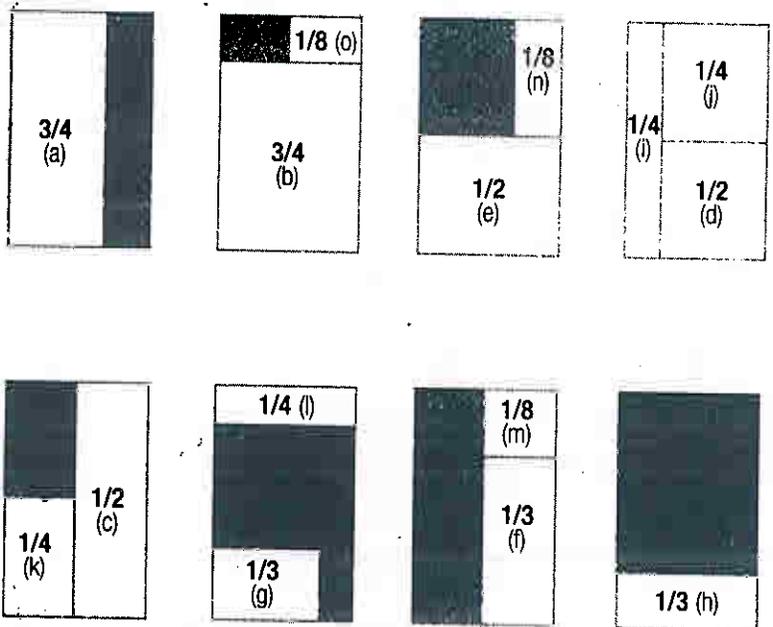
## AD RATES

	1 time	8 week	16 week	32 week	52 week
1/8 page	\$200	\$175	\$150	\$125	\$100
1/3 page	\$525	\$475	\$375	\$300	\$260
1/4 page	\$400	\$350	\$300	\$250	\$200
1/2 page	\$800	\$700	\$600	\$500	\$400
3/4 page	\$1200	\$1000	\$900	\$750	\$600
Full page	\$1600	\$1400	\$1200	\$1000	\$800
Back page	\$1800	\$1600	\$1400	\$1200	\$900
2 page spread	\$2300	\$2000	\$1700	\$1400	\$1150

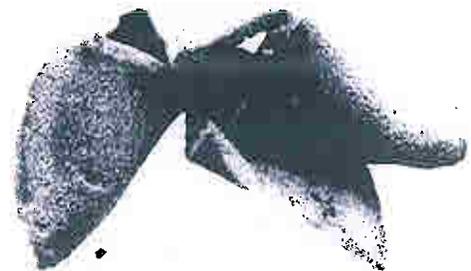
## DIMENSIONS

Standard sizes and page fractions

SIZE	WIDTH x DEPTH
2 page spread gutter bleed	20.5" x 13"
Full page	10" x 13"
3/4 page (a)	7 7/16" x 13"
3/4 page (b)	10" x 9 5/8"
1/2 page (c)	4 7/8 x 13"
1/2 page (d)	7 7/16" x 8 1/2"
1/2 page (e)	10" x 8 3/8"
1/3 page (f)	4 7/8 x 8 1/2"
1/3 page (g)	7 7/16" x 5 5/8"
1/3 page (h)	10" x 4 3/16"
1/4 page (i)	2 5/16 x 13"
1/4 page (j)	4 7/8 x 6 3/8"
1/4 page (k)	7 7/16" x 4 3/18"
1/4 page (l)	10" x 3 1/8"
1/8 page (m)	4 7/8 x 4 1/4"
1/8 page (n)	2 5/16 x 6 3/8"
1/8 page (o)	4 7/8 x 3 1/8"



In the market to reach the Beverly Hills market? Advertise. 310.887.0788



YOUR AD IN THE BEVERLY HILLS WEEKLY WILL PAY OFF.

parent Program and inform the  
out early resident enrollment  
deadline for guaranteeing resi-  
at their home school. I was  
y by the district that there was  
is one thing to say you support  
another to actually support it.  
always speak louder than  
Goldberg. "I pushed to have  
our district goals, I was not  
fail. I also feel strongly that  
ect opportunity for us to mar-  
o residents who have chosen  
ids to private schools to take  
our public schools and come  
D."

were some concerns of staff that it might add  
a bureaucratic burden. Since there was a  
willingness to just do alumni, we figured it  
would be easier to keep it that way," said  
Allen. "We could have been more restric-  
tive, but this way, all we need to do is verify  
the transcripts. That being said, I am very  
interested in the grandparent component of  
this, I'm going to look into it for next year."

Board of Education member Steven  
Fenton said he is glad other districts are  
adopting the Legacy Permit.

"I hope that they will include a grandpar-  
ent component in the future as well," said  
Fenton. "I'm excited they have established  
it, and it's definitely a foot in the door."

According to Allen, the SM-MUSD school  
board understood the need for the policy as  
soon as he presented it. Allen said the econ-  
omy was a major factor in the board's deter-  
mination.

"The fact that a lot of younger people are  
getting priced out, but still have a tangible  
connection with the city, and their parents  
are still in the city was an issue. All that  
made a lot of sense to my board members, so

money comes from our ADA funds from the  
state. At some point, the district had a poli-  
cy where we recruited inter-district permit  
kids to Santa Monica schools, but we real-  
ized that was a mistake," said Allen.

"If Beverly Hills does go into Basic Aid,  
there comes a financial incentive to cut inter-  
district permits that we don't quite have. I  
can understand in that, where there was ten-  
sion with the board. I can understand pulling  
back a little bit."

**Mirisch raises issue of overtime at City  
Council Budget Study Session**

The Beverly Hills City Council met  
Tuesday to discuss and review the city bud-  
get, financial projections, and possible cuts  
for various departments. Recreation & Parks,  
Information Technologies, and Community  
Development were a few of the departments  
who presented information and recommen-  
dations for the council to consider.

In addition to department cuts,  
Councilmember John Mirisch raised the  
issue of reducing overtime.

*briefs cont. on page 4*

**Santa Monica-  
Malibu Unified  
School District  
adopts their own  
version of Legacy  
Permit Program**

The Santa Monica-  
Malibu school board  
u n a n i m o u s l y  
approved a permit  
policy giving priority

alumni last Thursday.  
which will go into effect in the  
sol year, will not increase the  
mits, but will give priority to





## NOTICE OF COMMISSION VACANCY

### TRAFFIC & PARKING COMMISSION

The Beverly Hills City Council is seeking qualified residents to fill two upcoming vacancies on the Traffic and Parking Commission. The initial term of office is for two years. At the discretion of the City Council, the Commissioners may be reappointed to a second term of four years. The appointees will be required to file an initial and an annual "Statement of Economic Interests" financial disclosure.

In order that we may preserve the integrity of the application and interview process, please direct all inquiries to the City Clerk, City Manager or the Director of Public Works, Engineering and Transportation. Please **DO NOT** contact the City Councilmembers or the members of the Traffic and Parking Commission regarding the Traffic and Parking Commission vacancies.

Application forms for the Traffic and Parking Commission, along with a description of the duties of a Commissioner, and filing details are available for pickup in the City Clerk's Office, Room 190, 455 N. Rexford Drive, or call 310.285.2400 to receive an application and information by mail or by email.

The deadline for filing applications for this Commission is Friday, May 29, 2009 at 5:00 p.m.

**BYRON POPE, CMC**  
City Clerk

**ing Co.**  
since 1928

**Insured**

Roofs  
a.  
**since 1928,**  
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and Lasting  
roofing.  
Industrial  
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er City, CA

**48 Years!**

55682091

## Attachment #4

### Canyon News Bid

# Canyon News

*We only print the truth... can you handle it?*

Serving Bel Air, Beverly Hills, Brentwood, Griffith Park, Hollywood Hills, Laurel Canyon, Los Feliz, Malibu, Melrose, Mulholland, Pacific Palisades, Santa Monica, Sherman Oaks, Studio City, Topanga Canyon, Westwood & West Hollywood

27, May 2009

DELIVERED BY HAND

Office of the City Clerk  
455 North Rexford Drive Room 290  
Beverly Hills, CA 90210

To Whom It May Concern:

Enclosed is the bid for Canyon News for legal notice advertising for the City of Beverly Hills for 2009/2010 (Bid No. 09-40).

Canyon News is committed to providing 100% honest news without the influence of special interests or political affiliations. Canyon News continues to be the only unbiased newspaper in the city of Beverly Hills which refuses to endorse political candidates and be persuaded by large interest groups. Additionally, we remain the only general newspaper that links the residents within the hills of Los Angeles, such as Beverly Hills, Bel Air, Brentwood, Hollywood Hills, Los Feliz, Malibu, Pacific Palisades, Santa Monica, Sherman Oaks, Studio City, Topanga Canyon, Westwood and West Hollywood.

Canyon News distributes to subscribers, businesses, and other residents within the city of Beverly Hills, as well as our neighbors in the hills. We believe our newspaper will deliver more value to those of interest in legal notifications, because there are many residents that work, shop, frequent, socialize and spend money within the City of Beverly Hills that don't have our zip code.

We were only notified a little over one week ago that an audit was required to be considered. Due to the short notice, it is not included within this bid, however, will be provided upon completion, along with any other requested documents.

As of July 5, 2009, the circulation of Canyon News will be 50,000 newspapers per week, 30,000 of which will be delivered to residents and businesses within the city of Beverly Hills. Canyon News still maintains a well-read daily newspaper online and receives approximately 2,500 unique visitors per day.

On behalf of Canyon News, thank you so kindly for the opportunity to serve the greatest city in the world.

Sincerely,

Winter Kelly

# Canyon News

*We print the truth... can you handle it?*

Serving the hills of Los Angeles: Bel Air, Beverly Hills, Brentwood, Griffith Park, Hollywood Hills, Laurel Canyon, Los Feliz, Malibu, Melrose, Mulholland, Pacific Palisades, Santa Monica, Sherman Oaks, Studio City, Topanga Canyon, Westwood, West Hollywood & Woodland Hills

## ADVERTISEMENT INSERTION ORDER

Name		Date
Address		
City	State	Zip Code
Telephone	Fax	Email
Staff	How did you hear of us?	

ADVERTISEMENT	HEIGHT x WIDTH	1X	4X	12X	OTHER	COLOR	DESIGN	WEEKS	TOTAL
<input type="checkbox"/> Full Page	21 x 11.5	11 x 8	<input type="checkbox"/> \$1750	<input type="checkbox"/> \$1159	<input type="checkbox"/> \$909	<input type="checkbox"/> \$250/week	<input type="checkbox"/> \$250		
<input type="checkbox"/> 1/2 Page	10.5 x 11.5	5.5 x 8	<input type="checkbox"/> \$910	<input type="checkbox"/> \$539	<input type="checkbox"/> \$419	<input type="checkbox"/> \$182/week	<input type="checkbox"/> \$182		
<input type="checkbox"/> 1/4 Page	10.5 x 5.7	5.5 x 3.917	<input type="checkbox"/> \$598	<input type="checkbox"/> \$389	<input type="checkbox"/> \$309	<input type="checkbox"/> \$119/week	<input type="checkbox"/> \$119		
<input type="checkbox"/> 1/6 Page	7 x 5.7	4.125 x 3.917	<input type="checkbox"/> \$436	<input type="checkbox"/> \$259	<input type="checkbox"/> \$209	<input type="checkbox"/> \$87/week	<input type="checkbox"/> \$87		
<input type="checkbox"/> 1/8 Page	5.25 x 5.7	2.27 x 3.917	<input type="checkbox"/> \$332	<input type="checkbox"/> \$189	<input type="checkbox"/> \$139	<input type="checkbox"/> \$66/week	<input type="checkbox"/> \$66		
<input type="checkbox"/> Business Card	1.75 x 2.75	1.75 x 2.896	<input type="checkbox"/> \$130	<input type="checkbox"/> \$105	<input type="checkbox"/> \$69	<input type="checkbox"/> \$26/week	<input type="checkbox"/> \$26		
<input type="checkbox"/> Online Banner	100 x 150	pixels	<input type="checkbox"/> \$85	<input type="checkbox"/> \$50	<input type="checkbox"/> \$20		<input type="checkbox"/> \$17		
<input type="checkbox"/> Classified-print	20	words	<input type="checkbox"/> \$40	<input type="checkbox"/> \$30	<input type="checkbox"/> \$25				
<input type="checkbox"/> Classified-online	50	words	<input type="checkbox"/> \$20	<input type="checkbox"/> \$10	<input type="checkbox"/> \$6				

Display ads must have camera ready artwork (tif or pdf, 300dpi, CMYK) sent to production@canyon-news.com. For ads designed by Canyon News or classified ads, please describe the contents of your ad to be designed or the text of your classified ad. Canyon News publishes every Sunday. Space reservations and all production materials, Camera ready (pre-designed) ads, are due by 5:00 PM on the Wednesday before print.

Color Fee \_\_\_\_\_  
 Design Fee \_\_\_\_\_  
 Other \_\_\_\_\_  
 Total Due \_\_\_\_\_

Have run dates been set?  Yes  No. Run Dates: \_\_\_\_\_

Payment of \_\_\_\_\_ received on \_\_\_\_\_ by ( )Check ( )Cash  Payments of \_\_\_\_\_ on \_\_\_\_\_

Payment by ( )Master Card ( )Visa ( )Discover Card Name on Card: \_\_\_\_\_

CVV: \_\_\_\_\_  
 Expiration: \_\_\_\_\_

**TERMS OF CONTRACT:** Multiple runs must be consecutive for discount. Payments are due prior to run of first ad. If payment arrangements have been made, payments are due on date agreed upon. Bounced checks, reversal of payments, chargebacks or any problems with payment will incur an automatic fee of \$100 plus \$5 for every day payment is delinquent. Any special rates or discounts will no longer apply and Advertiser will be responsible for the regular rate of the entire contract amount. Any legal fees or missed deadlines resulting from Advertiser's refusal to satisfy their part of the contract will be the responsibility of the Advertiser. Canyon News is authorized to use above credit card for all charges in connection with this order, as described either verbally or in writing with the undersigned. All ads designed by Canyon News are the property of Canyon News. No Refunds once order is placed (either verbal or written). I have read and fully understand the terms of this contract..

**Total Amount Due:** \_\_\_\_\_  
**Amount Paid:** \_\_\_\_\_  
**Balance Due:** \_\_\_\_\_

OFFICE USE:

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE OF PUBLIC HEARING**

**DATE:** Tuesday, August 19, 2008

**TIME:** 7:00 p.m.

**LOCATION:** Council Chambers of the City Hall  
455 N. Rexford Drive  
Beverly Hills, CA 90210

The City Council of Beverly Hills will hold a public hearing to consider:

**RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM, AND ADOPTING THE LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE §65089**

The City of Beverly Hills is required to comply with the CMP, which is a state-mandated program implemented by a designated CMP agency, which is the Los Angeles Metropolitan Transportation Authority. The City Council will consider adoption of a Resolution acknowledging the City's conformance with the CMP requirements.

If you challenge the Council's action in regard 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 hearing.

Any interested person may attend the meeting and be heard. 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.

BYRON POPE, CMC City Clerk  
B0785-0001\City Clerk's Office



**SCHEDULE IV**

**Schedule of Rates:**

<b>1/8<sup>th</sup> page:</b>	<b>\$166</b>
<b>¼ page:</b>	<b>\$299</b>
<b>½ page:</b>	<b>\$455</b>
<b>Full page:</b>	<b>\$875</b>

1 Timothy A. Hall, SBN 227666  
2 Law Offices of Hall & Lim, PLC  
3 9935 South Santa Monica Boulevard  
4 Beverly Hills, California 90212  
5 PH: (310) 203-8411 F: (310) 203-8412

6 Attorney for Petitioner: Canyon News

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 07C02002

11 In the Matter of the Petition of Timothy A.  
12 Hall to have the Standing of Canyon News  
13 as a Newspaper of General Circulation  
14 Ascertained and Established.

CASE NO:

**JUDGMENT ASCERTAINING AND  
ESTABLISHING NEWSPAPER AS ONE  
OF GENERAL CIRCULATION**

[GOVERNMENT CODE § 6023]

15  
16  
17 The Petition of Canyon News to have it ascertained and established as a newspaper of general  
18 circulation, as defined in Section 6000 et. seq. of the Government Code, came on regularly for  
19 hearing by the court on 06/21/07 in Department 002 of the above entitled court.

20 Petitioner appeared by Timothy A. Hall.

21 Evidence both oral and documentary, was introduced on behalf of Canyon News, and the  
22 matter was argued and submitted for decision. On proof made to the satisfaction of the court, the  
-- court finds as follows:

1. The substance of the petition and notice of intention of petitioner to apply to the court on a

HALL & LIM

PLC

LAW OFFICES

9935 South Santa Monica Boulevard  
Beverly Hills, California 90212

HALL & LIM

PLC  
LAW OFFICES  
9936 South Santa Monica Boulevard  
Beverly Hills, California 90212

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named day for an order declaring the newspaper to be a newspaper of general circulation was duly published pursuant to Section 6062 of the Government Code, proof of such publication was duly made, and the court set the petition for hearing as required by Sections 6021 and 6022 of the government Code.

- 2. Canyon News is a newspaper of general circulation published for the dissemination of local and telegraphic news and intelligence of a general character in the City of Beverly Hills, California.
- 3. Canyon News has a bona fide subscription list of paying subscribers, in the county and elsewhere in the surrounding area.
- 4. For more than three years preceding the filing of the petition, the petitioning newspaper has been established under the name of Canyon News and has been published at regular intervals in the City of Beverly Hills, California.
- 5. During the whole of such three-year period, the mechanical work of producing the petitioning newspaper, that is the work of typesetting and impressing type on paper, has been performed in the County of Los Angeles; the newspaper had been issued from the same county where it is printed and sold; it has been published in the city of Beverly Hills and it has been published as a weekly newspaper on each Friday and has an average weekly circulation of 1,200 in the city of Beverly Hills and 20,000 in the county of Los Angeles.

DATED: JUNE 21, 2007

Judge Julius M. Talle  
Honorable:

Bid No. 09-40**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 11)\*\*\***

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 12, 2009  
**Bid Number:** 09-40  
**Item Description:** Advertising  
**Bid Opening:** May 27, 2009 at 2:00 p.m.

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**

Bid No. 09-40

**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

Bid No. 09-40

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.

Bid No. 09-40**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 advertising including 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. The successful bidder shall enter into an agreement with City for services through June 30, 2010 on the form attached as Attachment A. **agreed.**
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. **agreed.**
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. **agreed.**
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. **agreed.**
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. **agreed.**
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. **see attached.**

Bid No. 09-40

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. See attached.
8. All bidders shall submit the lowest price paid during the previous twelve months for the following types of advertising:
- a. Legal/Classified Advertising \$125
  - b. Display Advertising up to page 5 for
    - (1) 1/8th page \$332
    - (2) 1/5th page n/a
    - (3) 1/4 page \$598
    - (4) 1/2 page \$910
    - (5) full page \$1750
  - c. Display advertising pages 6 through first page of classifieds for:
    - (1) 1/8th page \$332
    - (2) 1/5th page n/a
    - (3) 1/4 page \$598
    - (4) 1/2 page \$910
    - (5) full page \$1750
- \*NOTE: These rates do not include promotional rates, non-profit, and other first time advertiser rates.
- 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 certificate of adjudication. see attached.
10. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising. Thursday at 2pm.
11. The successful bidder shall provide two affidavits of publication within two weeks of each publication. agreed.

Bid No. 09-40

12. 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.** agreed.

Bid No. 09-40

**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>
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	\$ <u>4.25</u> (with digitally transmitted text) \$ <u>4.25</u> (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).	\$ <u>4.25</u> (with digitally transmitted text) \$ <u>4.25</u> (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>	\$ <u>4.25</u> (with digitally transmitted text) \$ <u>4.25</u> (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).	\$ <u>4.25</u> (with digitally transmitted text) \$ <u>4.25</u> (without digitally transmitted text)

Bid No. 09-40

**PRICING**

Vendor's rates shall not exceed the rates Vendor charges any other advertiser 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 Thurs 2pm for Publishing Sunday  
(day and time) (day)

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

Exceptions or Deviations attached YES  NO

Company Name Canyon News Telephone (310) 277 6017

Address 260 S. Beverly Drive BH 90212

Person submitting bid: Winter Kelly Asst Publisher  
Print Name Title

Winter Kelly 5/26/09  
Signature Date

Bid No. 09-40

**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:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability;
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Bid No. 09-40

<b>2</b>	have at least thirty (30) days written notice of cancellation; and
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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.

Bid No. 09-40

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 \_\_\_\_\_, 200\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
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

BID NO. 07-25

Title: LEGAL ADVERTISING

## 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 advertising including 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 such publication.

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.

BID NO. 07-25

Title: LEGAL ADVERTISING

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

VENDOR shall provide two affidavits 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 advertiser 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 two affidavits 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**

**ADDRESS:** \_\_\_\_\_

- A.
- B.
- C.

POLICY NUMBER	COMPANY (A. B. C.)	COVERAGE	EXPIR. DATE	LIMITS		
				B.I.	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 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: \_\_\_\_\_

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

Authorized Insurance Representative

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

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

EXHIBIT D  
CIRCULATION AREA

**ATTACHMENT B**

**EXHIBIT A**

City Clerk's Office

**NOTICE OF PUBLIC HEARING**

The City Council of Beverly Hills, at its regular meeting to be held on **Tuesday, August 19, 2008, 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  
FINDING THE CITY TO BE IN CONFORMANCE WITH THE  
CONGESTION MANAGEMENT PROGRAM, AND ADOPTING THE  
LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH  
CALIFORNIA GOVERNMENT CODE §65089**

The City of Beverly Hills is required to comply with the CMP, which is a state-mandated program implemented by a designated CMP agency, which is the Los Angeles Metropolitan Transportation Authority. The City Council will consider adoption of a Resolution acknowledging the City's conformance with the CMP requirements.

If you challenge the Council's action in regard 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 hearing.

Any interested person may attend the meeting and be heard. 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.

**BYRON POPE, CMC**  
City Clerk

## EXHIBIT B

## ORDINANCE NO. 09-O-2564

AN ORDINANCE OF THE CITY OF BEVERLY HILLS  
 AMENDING THE CITY TREASURER'S COMPENSATION  
 AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

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

Section 1. Section 2-3-1203 of Article 12 of Chapter 3 of Title 2 of the Beverly Hills Municipal Code is hereby amended to read as follows:

"2-3-1203: Compensation

The city treasurer shall receive a monthly salary of two hundred dollars (\$200.00)."

Section 2. 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 decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every 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 3. 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.

Section 4. 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 7, 2009

Effective: May 8, 2009

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NANCY KRASNE  
 Mayor of the City of Beverly Hills

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/  
Chief Financial Officer

## EXHIBIT C

**NOTICE TO BIDDERS****Drilling and Testing of****A TEST HOLE****For the City of  
BEVERLY HILLS****Within the City of  
WEST HOLLYWOOD, CALIFORNIA**

**BIDS** - Sealed Proposals for test hole drilling for the City of Beverly Hills at the Robertson Corporate Yard, 621 North Robertson, located within the City of West Hollywood, will be received up to the hour of **2:00 p.m., on November 25, 2008** at the office of the City Clerk of the City of Beverly Hills, located in Room 190 of City Hall 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.

**SITE WALK** - The City will sponsor a mandatory pre-bid site walk at the site, 621 North Robertson Blvd on **November 13, 2008 at 1:30 p.m.** Bidders will be able to observe site conditions at that time that could potentially affect their bids.

**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 drilling and testing of a test hole in accordance with the Technical Specifications prepared for this project.

In general terms, the contract work for this project shall consist of the following items of work in accordance with the Technical Specifications:

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>
1.	1	Lump Sum	Mobilize a direct mud rotary drill rig to the site, including all pertinent equipment as specified.
2.	400	Lineal Foot	Install and maintain sound barrier walls.
3.	50	Lineal Foot	Install a 16-inch outside diameter conductor casing to a depth of 50 ft.
4.	800	Lineal Foot	Drill a test hole with a 12-inch diameter (minimum) drill bit to a depth of 850 ft bgs.

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
5.	1	Lump Sum	Perform a suite of downhole geophysical surveys.
6A.	5	Zone	Construct and develop five isolated aquifer test zones
6B.	5	Zone	Install a submersible test pump in each isolated aquifer test zone, sample groundwater, and transport and analyze samples for specified constituents.
7A.	100.000	Gallon	Temporarily store in above ground storage tanks, manifest and haul offsite test water from isolated aquifer zone testing.
7B.	10	Truck	Provide vacuum trucks to transport and dispose of drilling muds.
7C.	6	Truck	Provide dump trucks to transport and dispose of drill cuttings.
8.	12	Hour	Standby time for drill rig.
9.	850	Lineal Foot	Destruction of upper 200 ft of borehole in accordance with DWR and Los Angeles County Department of Health Services guidelines.

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer located at 345 Foothill Road Beverly Hills, California. 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", 2003 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. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

**LIQUIDATED DAMAGES** - There will be a One Thousand Dollar (\$1,000) 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 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 I, 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 at 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. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. 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 completed 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.

**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: "PROPOSAL FOR DRILLING AND TESTING OF A TEST HOLE AT CITY OF BEVERLY HILLS ROBERTSON YARD."

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 EITHER AS A WHOLE.