



## STAFF REPORT

**Meeting Date:** June 6, 2016

**To:** Honorable Mayor & City Council

**From:** Byron Pope, City Clerk  
Michelle Ramos-Vergara, Management Analyst

**Subject:** Staff Request for City Council Direction to Award Bid for FY 2016/2017 Legal Notices and Advertising

**Attachments:**

1. Beverly Hills Courier Bid
2. Beverly Hills Weekly Bid
3. Overview of Bid Results
4. Verified Circulation Audit Information
5. Beverly Hills Circulation Cost Analysis

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### INTRODUCTION

On May 26, 2016, the City Clerk's Office received Request for Bids for advertising and notices for the City of Beverly Hills for the upcoming fiscal year 2016-2017. Bids from two locally adjudicated newspapers eligible to publish legal notices in the City of Beverly Hills, *The Beverly Hills Courier* ("the Courier") and the *Beverly Hills Weekly* ("the Weekly") were received. No other submittals were received for consideration. Bids were sought to secure competitive price quotes for legal notices and advertising. The bid included the option to secure pricing for Citywide display advertising for fiscal year 2016-2017.

### DISCUSSION

#### ***Adjudication***

Public Contracts Code Section 20169 provides that annually, before the beginning of the fiscal year, where more than one newspaper of general circulation is printed and published, the legislative body must: (1) publish a notice inviting bids; and (2) contract for the publication of legal notices required to be published in such a newspaper during the fiscal year. If there is only one newspaper, the legislative body may contract with it without advertising for bids. Once the City receives the bids, the City is not required to award the contract to the lowest bidder. The legislative body has discretion to determine which is the better bid, keeping in mind both price and other matters affecting the value to the public, including the extent of circulation of the newspaper. While there is no case law on point, the City could contract with both newspapers if advertising in both newspapers will best suit the needs of the City to ensure the greatest number of readership. The Public Contracts Code provision leaves the discretion with the City Council.

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### ***Spending Trend***

The total amount spent on notices and advertising with the Courier and the Weekly in the current fiscal year-to-date (as of May 27, 2016) are:

<u>Year</u>	<u>Courier</u>	<u>Weekly</u>	<u>Total</u>
FY 2016-2017 Citywide*	\$115,316.73 (64%)	\$64,749.39 (36%)	<b>\$180,066.12</b>
FY 2016-2017 City Clerk (extracted)**	\$49,460.79 (68%)	\$23,536.85 (32%)	<b>\$72,997.64</b>

\*Citywide totals include legal notices and non-legal display advertising.

\*\*City Clerk totals extracted from the Citywide totals.

Beginning in FY 2003-2004, a concerted effort was made to place ads (legal and non-legal/display) in both publications when deadlines permitted. For the past seven fiscal years, the City Council awarded the bid to the Courier with the pricing that was included in their bid proposal. The City Council also entered into a contract all seven of these years with the Weekly, but reduced their pricing in the contract to reflect their circulation numbers in a three-tiered pricing structure. The Courier has submitted a bid this year identical to their bid last year. The Weekly has submitted a bid identical to the past 2 years.

### **FISCAL IMPACT**

As was prior years, in the City Clerk's Office proposed budget there is currently \$60,000 for legal advertising and notices for FY 2016-2017. While funds were sufficient in the past, mid FY 2015-2016, nearly all of the City Clerk's \$60,000 legal advertising budget was almost completely exhausted due to an increase in legal and other advertising of City initiatives and projects. The additional costs were accommodated in the Department's FY 2015-2016's existing budget through the use of funds in the Election account. However, to prepare for the upcoming fiscal year, the City Clerk's Office has submitted a budget enhancement for an additional \$60,000. If approved, the total budget for legal advertising and notices will increase to \$120,000. Any unused funds will be returned to the General Fund at the end of the fiscal year.

Should the City Council choose to award the bid to one newspaper and contract with a second newspaper as was done in the past three year's three-tier pricing format, the requested new amount should be sufficient.

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**Current Three-Tiered Pricing**

If the City Council agrees to continue with the same structure for the 2<sup>nd</sup> consecutive year, pricing for FY 2016/2017 would continue as follows:

TIER 1 (65%)  
Legal Advertising and Notices

<u>Category</u>	<u>Beverly Hills Courier</u>	<u>Beverly Hills Weekly (bid price)</u>	<u>Beverly Hills Weekly</u>
Schedule of Rates / Legal Square inch			
Public notices up to page 5 with*	\$13.10	\$10.40	<b>\$8.52</b>
Public notices up to page 5 without**	\$16.10	\$10.40	<b>\$10.47</b>
Legal/classified ads with	\$10.90	\$10.00	<b>\$7.09</b>
Legal/classified ads without	\$13.90	\$10.00	<b>\$9.04</b>
Display advertising pages 1-5 with	\$13.10	\$10.40	<b>\$8.52</b>
Display advertising pages 1-5 without	\$16.10	\$10.40	<b>\$10.47</b>
Legal display advertising with	\$10.90	\$10.00	<b>\$7.09</b>
Legal display advertising without	\$13.90	\$10.00	<b>\$9.04</b>

\* with = with digitally transmitted text

\*\* without = without digitally transmitted text

TIER 2 (65%)

Non-legal display advertising intended to reach the entire City of Beverly Hills

	<u>Beverly Hills Courier</u>	<u>Beverly Hills Weekly (bid price)</u>	<u>Beverly Hills Weekly</u>
1/8 page	\$340.00	\$200.00	<b>\$221.00</b>
1/4 page	\$573.00	\$400.00	<b>\$372.45</b>
1/2 page	\$1,110.00	\$800.00	<b>\$721.50</b>
Full page	\$1,982.00	\$1,600.00	<b>\$1,288.30</b>

TIER 3 (50%)

Non-legal display advertising intended to reach an audience **wider** than the City of Beverly Hills

	<u>Beverly Hills Courier</u>	<u>Beverly Hills Weekly (bid price)</u>	<u>Beverly Hills Weekly</u>
1/8 page	\$340.00	\$200.00	<b>\$170.00</b>
1/4 page	\$573.00	\$400.00	<b>\$286.50</b>
1/2 page	\$1,110.00	\$800.00	<b>\$555.00</b>
Full page	\$1,982.00	\$1,600.00	<b>\$991.00</b>

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**RECOMMENDATION**

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

At the May 10, 2016 Special Budget Study Session, the Council agreed to forego appointing an Advertising and Notices Ad Hoc Committee.

Council direction is respectfully requested to award the bid and prepare agreement(s) for the June 21, 2016 Regular City Council Meeting for consideration and adoption.

Byron Pope  
Approved By

A handwritten signature in black ink, consisting of the letters 'BP' in a stylized, cursive font.

# **Attachment 1**

# BEVERLY HILLS COURIER

*The Newspaper of Record for the World of Beverly Hills*

May 26, 2016

DELIVERED BY HAND

Mr. Byron Pope  
Office of the City Clerk  
455 North Rexford Drive  
Room 290  
Beverly Hills, California 90210

Re: Bid No. 16-14

Dear Mr. Pope,

This is the bid of Beverly Hills Courier, 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. 16-14 (the "Bid Document").

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 including Bel Air, Century City, Westwood, Holmby Hills 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 over 50 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 2015-2016 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 51st year.

Very truly yours,

BEVERLY HILLS COURIER., LLC  
A California Limited Liability Company

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

President & Publisher

MH  
Enclosures

**BID DOCUMENT**

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

**ADVERTISING AND NOTICES - BIDS WANTED**

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

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

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

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, California 90210, until 2:00 p.m. pacific time, on Thursday May 26, 2016 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 16, 2016

**Bid Number:** 16-14

**Item Description:** Advertising and Notices

**Bid Opening:** May 26, 2016 @ 2 pm

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

BID DEPOSIT - NONE REQUIRED WITH THIS BID  
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID

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

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

Title: ADVERTISING AND NOTICES

Bid No. 16-14

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

11. For any questions regarding this bid, please contact Byron Pope, City Clerk, at (310) 285-2400.

### SECTION III – DETAIL SPECIFICATIONS

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

1. The successful bidder shall print, on a non-exclusive basis, and publish correctly and in a first-class manner in a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all legal advertising and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of publication. **Nothing in this bid document shall be construed to require the City to place all advertisements, or any particular advertisement, with any bidder to whom a contract is awarded.** The City retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of the City. The successful bidder shall enter into an agreement with City for services from July 1, 2016 through June 30, 2017 on the form attached as Attachment A.
2. All advertisements shall be inserted in every edition of the newspaper issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by City and no more. If specified by City in writing, certain public notices, which together may contain up to one page of text, shall be inserted on pages 2 through 5 of the front section of the newspaper ("up front ads"). If City requests more than one page of up front ads for any single edition of the newspaper, one page of up front ads shall be placed on pages 2 through 5 of the first section of that edition and any up front ads in excess of one page shall be inserted within the first 7 pages of the first section of that edition. If at any time during the period of the agreement, the newspaper to which the agreement is awarded is not published and circulated regularly on its regular date of publication, the City has the right to immediately terminate the agreement and to recover any damages from the successful bidder. If the newspaper is published more than one day per week, advertisements shall be placed on the publication date requested by the City.
3. The successful bidder will be required during the term of the agreement to deliver free of charge fifty (50) copies of each issue of said newspaper to the City Clerk's office.
4. In the event the successful bidder fails to publish an advertisement or notice or publishes improperly, the successful bidder shall, at the election of the City, republish on the next available publication date at no charge to the City or shall not charge the City for the improperly published advertisement.
5. Written copy furnished by the City shall not be photocopied and published in "as is" condition. All such written copy shall be typeset as required by the City and in the font style and size specified in the agreement, unless otherwise specified by the City. The City may also provide the successful bidder with a camera-ready copy.
6. Bidders shall submit a sample notice of public hearing, notice to bidders, and an ordinance or resolution. (Samples are attached as Attachment B). Bidders shall specify the font style

and size for up front ads and other advertising submitted by the City and shall submit the above samples in those font styles and sizes. Font style shall be Serif or Sans Serif or other style acceptable to the City and font size shall be eight (8) points except that Sans Serif may be seven (7) points.

7. All bidders shall submit a map of the bidder's newspaper delivery area. The map shall clearly identify the locations in the City where newspapers are delivered and where they are not delivered. The bidder shall use a Thomas Guide Street Map or equivalent and specifically delineate streets or areas in the City where newspapers are delivered and streets or areas where newspapers are not delivered. The map shall also show those streets or areas in the City where newspapers are delivered free of charge and those streets or areas in the City where newspapers are delivered only with a paid subscription. All bidders shall also describe the nature and extent of delivery of newspapers in commercial areas of the City and to multi-family residential properties.
8. All bidders shall submit the lowest price paid during the previous 12 months for the following types of advertising:
  - a. Legal/Classified Advertising
  - b. Display Advertising up to page 5 for:
    - (1) 1/8th page
    - (2) 1/5th page
    - (3) 1/4 page
    - (4) 1/2 page
    - (5) full page
  - c. Display advertising pages 6 through first page of classifieds for:
    - (1) 1/8th page
    - (2) 1/5th page
    - (3) 1/4 page
    - (4) 1/2 page
    - (5) full page

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

9. All bidders shall furnish a verified circulation audit **completed within the last twelve (12) months**, except that any bidders who submitted a verified circulation audit to the City of

Beverly Hills in connection with a previous bid need not furnish a new circulation audit if the previously submitted audit was **completed within the twenty four (24) months prior to the Date of Request of this Request for Bids.**

10. All bidders shall furnish a valid certificate of adjudication.
11. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.
12. The successful bidder shall provide one affidavit of publication within two weeks of each publication.
13. The successful bidder shall pick up the notice/advertising copy from City or accept fax or digital transmission of the copy from City, and **provide a proof prior to publication for City to review for accuracy.**

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

**ITEMS IN RESPONSE TO BID DETAILS/BID NO. 16-14**  
**BID OF THE BEVERLY HILLS COURIER, 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, excess of one page will be inserted in the first half of the issue. 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. Beverly Hills Commercial and multi-family residential properties are delivered in bundles unless specified by the property owners.

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, 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, LLC.

9. Enclosed is the 2015-2016 independent circulation audit of the Beverly Hills Courier, performed by Circulation Verification Council of St. Louis, Missouri ("CVC")
10. Certified copy of judgment 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 judgement on file with City of Beverly Hills.

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

BEVERLY HILLS COURIER, LLC  
A California Limited Liability Company

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

President & Publisher

# SECTION IV - BID FORM 16-14

## Beverly Hills Courier

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

1/8 Page:	\$340
1/5 Page:	\$456
1/4 Page:	\$573
1/2 Page:	\$1,110
Full Page:	\$1,982

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

1/8 Page:	\$340
1/5 Page:	\$456
1/4 Page:	\$573
1/2 Page:	\$1,110
Full Page:	\$1,982

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

**SCHEDULE OF RATES**

<u>ITEM</u>	<u>ARTICLE</u>	<u>PRICE PER LEGAL SQUARE INCH*</u>	<u>PRICE PER COLUMN INCH</u>
1.	For the typesetting as necessary, printing and publishing of Public Notices up to Page 5 of the first section of the newspaper (up front ads), using a bold face title. Such notice shall be two columns in width with heavy border	\$ <u>13.10</u> (with digitally transmitted text)	\$ <u>13.10</u> (with digitally transmitted text)
		\$ <u>16.10</u> (without digitally transmitted text)	\$ <u>16.10</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>10.90</u> (with digitally transmitted text)	\$ <u>10.90</u> (with digitally transmitted text)
		\$ <u>13.90</u> (without digitally transmitted text)	\$ <u>13.90</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>same as 1</u> (with digitally transmitted text)	\$ <u>same as 1</u> (with digitally transmitted text)
		\$ <u>same as 1</u> (without digitally transmitted text)	\$ <u>same as 1</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	\$ <u>same as 2</u>	\$ <u>same as 2</u>

display advertising on pages dedicated to legal and classified advertising as typeset by City (legal/classified ads).

(with digitally transmitted text) \$ same as 2 (without digitally transmitted text)

(with digitally transmitted text) \$ same as 2 (without digitally transmitted text)

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

Yes

No

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

Tier 1 – Number of publications distributed to Beverly Hills residents weekly: 16,700

Tier 2 – Number of publications distributed in Beverly Hills weekly: 24,400

Tier 3 – Number of publications distributed outside of Beverly Hills weekly: 15,350

**PRICING**

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

1. Deadline Space Deadline: Wednesday 12pm  
Artwork: Wednesday 5pm for Publishing FRIDAY  
(day and time) (day)

2. Payment Terms as set forth in Exhibit B-2 to Attachment A. \*Balances unpaid after 30 days are subject to late payment charge of 1.5% per month.

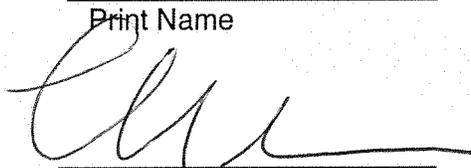
Title: ADVERTISING AND NOTICES

Bid No. 16-14

Exceptions or Deviations attached YES NO

Company Name Beverly Hills Courier, LLC Telephone 310-278-1322

Address 499 North Canon Drive 1st Floor Beverly Hills, CA 90210

Person submitting bid: Marcia W. Hobbs President & Publisher  
Print Name Title  
 Signature  
May 26, 2016 Date

**TAX**

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

**ACCEPTANCE OF PROPOSAL**

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

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

**EXCEPTIONS**

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

**INSURANCE**

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

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

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

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

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

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

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO EXECUTE AN AGREEMENT IN THE FORM SET FORTH IN ATTACHMENT A.

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

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COMPANY NAME: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLEASE RETURN TO:**

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

**ATTACHMENT A**

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

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

NAME OF VENDOR: \_\_\_\_\_

RESPONSIBLE PRINCIPAL OF VENDOR: \_\_\_\_\_

VENDOR'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Byron Pope, City Clerk

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

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

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

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

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

Section 8. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

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

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

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

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

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

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

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

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

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

Section 9. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim of intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

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

Section 12. Records Audit. VENDOR shall keep and maintain full and accurate records with respect to all matters governed by this Agreement, including but not limited to (1) the rates paid by CITY under this Agreement, and (2) the distribution, delivery and circulation of \_\_\_\_\_. CITY or its representative, including a third party auditor, shall be entitled to full access, without charge, during normal business hours to all records of VENDOR as deemed appropriate by CITY to determine compliance with this Agreement and shall have the right to examine, inspect and audit the same and to make transcripts or copies therefrom. If CITY or its representative determines that the rates paid by the CITY for advertising exceed the rates paid by any other advertiser of VENDOR for the same advertising

other than special introductory rates or special rates offered to advertisers who contract to purchase at least one half page in every edition of the newspaper for at least ninety (90) days, VENDOR shall promptly reimburse CITY for all fees paid in excess of those required by this Agreement. In addition, VENDOR shall reimburse CITY for all costs and expenses incurred by CITY in connection with such audit.

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

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

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

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

Section 17. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

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

VENDOR:

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

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

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

## EXHIBIT A

Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B-1

Schedule of Rates

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

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

EXHIBIT B-2

Schedule of Payment

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

EXHIBIT C  
CERTIFICATE OF INSURANCE

### CERTIFICATE OF INSURANCE

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

**NAMED INSURED (CONTRACTOR)  
COVERAGE**

**COMPANIES AFFORDING**

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

BY: \_\_\_\_\_  
 Authorized Insurance Representative  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

EXHIBIT D  
CIRCULATION AREA

**ATTACHMENT B**

EXHIBIT A

City Clerk's Office

**NOTICE OF PUBLIC HEARING**

The Council of the City of Beverly Hills, at its regular meeting to be held on **Tuesday, January 5, 2016, at 7:00 p.m.**, in the Council Chambers of the City Hall, 455 N. Rexford Drive, Beverly Hills, California, will hold a public hearing to consider adoption of:

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS  
MODIFYING THE PENALTY SURCHARGE FOR WATER USAGE  
CONTRARY TO THE PROVISIONS OF THE STAGE D WATER  
CONSERVATION MEASURES.

The proposed resolution would modify the existing penalty surcharge for water usage contrary to the provisions of the stage D water conservation measures. The City has prepared a report with analysis supporting the proposed penalty surcharge structure.

Copies of the report are available for review or purchase in the Office of the City Clerk, Room 290, 455 N. Rexford Drive, Beverly Hills, California. 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, California, 90210. The comments should be received prior to the hearing date. If you need more information, please contact Caitlin Sims at (310) 285-2499.

Please note that 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 public hearing.

BYRON POPE, MMC  
City Clerk

EXHIBIT B

ORDINANCE NO. 16-O-2701

AN ORDINANCE OF THE CITY OF BEVERLY HILLS  
AMENDING THE BEVERLY HILLS MUNICIPAL CODE  
REGARDING THE HEALTH AND SAFETY COMMISSION

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS DOES HEREBY  
ORDAIN AS FOLLOWS:

Section 1. The city council hereby amends and restates Sections 2-2-1602 of Article 16 (“Health and Safety Commission”) of Chapter 2 (“COMMISSIONS AND COMMITTEES”) of Title 2 (“ADMINISTRATION, PERSONNEL, AND PROCEDURES”) of the Beverly Hills Municipal Code to read as follows:

Article 16. Health And Safety Commission

2-2-1602: MISSION STATEMENT AND RESPONSIBILITIES:

- A. The Health and Safety Commission shall strive to maintain and improve the overall health and safety of the community in accordance with its purposes and responsibilities.

The Commission shall have the following purposes and responsibilities:

1. Increase Public Awareness. Promote and broaden community awareness of health and safety issues, including issues of public health and welfare, healthy lifestyles, mitigation of safety risks and hazards, the importance of disaster preparedness (hereafter “Health and Safety Issues”) and encourage citizen participation in efforts aimed at promoting Health and Safety Issues.
2. Inform the Public. Educate and inform members of the community regarding Health and Safety Issues and risk avoidance through various means, including but not limiting to, public discussion, website publications and postings, community outreach, sharing of information and by assisting at and supporting City-sponsored activities and programs which promote Health and Safety Issues.
3. Provide a Public Forum. Provide the community with a public forum within which members of the general public can discuss and/or comment on Health and Safety Issues.
4. Provide Recommendations. Recommend strategies aimed at improving the health and safety of the City, including as directed by the City Council, or as requested by members of the general public, and/or which relate to Health and Safety Issues.

5. Support Efforts Aimed at Disaster Preparedness, Prevention, Mitigation, Response and Recovery. Support the work of all City Departments before, during and after a medical, natural or man-made disaster, and strengthen ties with the community's disaster related stakeholders.
6. Recognize Achievement. Honor individuals, businesses or groups that have demonstrated leadership in the field of health and safety; have promoted Health and Safety Issues and/or have otherwise made a contribution to the missions of the Health and Safety Commission.

B. For purposes of this Article, the following terms shall have the following meanings:

“Disaster” shall mean the kind of event, such as fire, flood, storm, earthquake, riot, or any other occurrence, for which a Local Emergency or a State of Emergency may be proclaimed, or which constitutes the existence of a State of War Emergency, as each of those official emergencies are defined in Section 2-4-102 of this Code.

“Disaster related stakeholders” shall mean local residents, businesses, schools, faith-based organizations, community-based groups, and local, state and federal agencies that are involved in disaster preparedness and response.

C. Notwithstanding any provision of the foregoing subsections (A) and (B), the Commission shall not be a department oversight commission, a police oversight commission, or a fire oversight commission. The Commission shall not become involved with:

1. Police or fire response issues;
2. Issues that involve special technical expertise;
3. School safety issues;
4. Monitoring or overseeing any enforcement activities of any City department, including but not limited to, enforcement of this Code, enforcement of traffic laws, or enforcement of state criminal or civil laws.

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 final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

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 the city Clerk's 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 5, 2016

Effective: May 6, 2016

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
DAVID SNOW  
Interim City Attorney

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

## EXHIBIT C

## NOTICE TO BIDDERS

**Construction of  
ZONE 9 INTERTIE AND PRESSURE REDUCING STATION**

**Within the City of  
BEVERLY HILLS, CALIFORNIA**

**BIDS** - Sealed Proposals for the water main replacements in the locations listed below within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m., on **March 10, 2016**, at the office of the City Clerk of the City of Beverly Hills, located in Room 290 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.

**PROJECT WORK LOCATION**

WM No.	Main Location	Begin	End
1	Monte Cielo Ct.	Monte Cielo Dr.	La Fontaine Ct.

**SCOPE OF THE WORK** - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, the construction and completion of the waterline replacement project in accordance with Drawing No. 10395, Sheets 1 through 18 and the Specifications prepared for this project.

ITEM NO.	ESTIMATED QUANTITIES		DESCRIPTION
1	1	Lump Sum	Mobilization/ Demobilization/ Traffic Control / Trench Safety Measures
2	5	Linear Feet	Furnish and Install 8-inch Ductile Iron Pipe-Restrained Joints, including gate valves and pressure regulating valves.
3	150	Linear Feet	Furnish and Install 8-inch Steel Piping, Flanged including gate valves and pressure regulating valves.
4	1	Lump Sum	Furnish and Install Electrical including Meter Socket, Load Center, Lighting including all Conduit, Wire and Cables
5	1	Lump Sum	Furnish and Install SCADA Panel, including programming and integration
6	1	Lump Sum	Furnish and Install Instrumentation including 8-inch Flow Meter and Piping Connections
7	1	Lump Sum	Furnish and Install Retaining Wall
8	1	Lump	Miscellaneous Electrical Work including but not limited to

		Sum	switches, receptacles, etc.
9	1	Lump Sum	Miscellaneous Piping and Civil Work
10	1	Lump Sum	Steel Door, Windows, Paint Building & Anti-slip Floor Surface
11	1	Lump Sum	\$5,000 Allowance for Southern California Edison

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer, located at 345 Foothill Rd. 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", 2015 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.

**AMENDMENTS** - The second paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted.

The fourth paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted and replaced by the following: "Should any Contract item be deleted in its entirety, no payment will be made to Contractor for that Bid Item."

The following is in addition to the provisions of Section 2-9.1 of the Greenbook: The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the City a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

Section 3-3.2.2 shall be changed as follows:

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

The following will revise Section 3-3.2.3 of the Greenbook:

(a) Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 3-3.2.2, the markup shall be:

- a) Labor 20%
- b) Materials 15%
- c) Tools & Equipment Rental 15%
- d) Other Items 15%

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof, and 5% on costs in excess of \$2,000.

**GENERAL INSTRUCTIONS** - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: "**BID NO. 16-02: ZONE 9 INTERTIE AND PRESSURE REDUCING STATION.**"

**ENGINEER'S ESTIMATE** - The preliminary opinion of probable cost of construction of this Work has been prepared and the said estimate is **\$292,300**.

**PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER** – The Contractor is required to register with State of California Department of Industrial Relations and meet requirements to bid on public works contracts. A Public Works Contractor Registration No. shall be submitted with the bid.

**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 Rd., 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.

**CONTRACTORS LICENSE** - At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, the Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code.

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

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

**CITY CONTACT** – Tristan Malabanan 310-285-2512 or [tmalabanan@beverlyhills.org](mailto:tmalabanan@beverlyhills.org)

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

\*\*\*\*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776  
Encino, CA - GNW - HUB International Insurance Services Inc.  
PO Box 20005  
Encino, CA 91416

CONTACT NAME:  
PHONE (A/C, No, Ext): (818) 257-7400 FAX (A/C, No): (818) 257-7450  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Sentinel Insurance Company, Ltd.

11000

INSURER B : One Beacon Insurance Company

21970

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED  
  
Beverly Hills Courier, LLC  
499 N. Canon Dr.  
Beverly Hills, CA 90210

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72SBAAP7509	04/30/2016	04/30/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		72SBAAP7509	04/30/2016	04/30/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	72WECGE8417	04/30/2016	04/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability	X		MEP1631916	05/29/2016	05/29/2017	Limits	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Beverly Hills is named as Additional Insured for General Liability and Auto Liability as respects the operations of the Named Insured.

### CERTIFICATE HOLDER

### CANCELLATION

City Clerks Office Beverly Hills  
455 N. Rexford Dr. #290  
Beverly Hills, CA 90210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER License # 0757776**  
 Encino, CA - GNW - HUB International Insurance Services Inc.  
 PO Box 20005  
 Encino, CA 91416

**INSURED**  
 Beverly Hills Courier, LLC  
 499 N. Canon Dr.  
 Beverly Hills, CA 90210

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (818) 257-7400 **FAX (A/C, No):** (818) 257-7450  
**E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72SBAAP7509	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		72SBAAP7509	04/30/2016	04/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	72WECGE8417	04/30/2016	04/30/2017	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Beverly Hills is named as Additional Insured for General Liability and Auto Liability as respects the operations of the Named Insured.

**CERTIFICATE HOLDER**  
 City Clerks Office Beverly Hills  
 455 N. Rexford Dr. #290  
 Beverly Hills, CA 90210

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE

Jerome R. Weinstein, Esq.  
2000 Wilshire Blvd.  
Beverly Hills, California 90212  
274-7197; 274-6853

CLARENCE E. SWELL, COUNTY CLERK  
ENTERED PAGE

FEB 21 '75 7001 014 FILED

FEB 26 1975  
CLARENCE E. SWELL, County Clerk  
*Chandler*  
BY V. M. ALLAN, DEPUTY

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

IN THE MATTER OF THE PETITION )  
OF MARCH J. SCHWARTZ TO HAVE )  
THE STANDING OF THE BEVERLY )  
HILLS COURIER AS A NEWSPAPER )  
OF GENERAL CIRCULATION ASCER- )  
TAINED AND ESTABLISHED )

No. 0110951  
JUDGMENT  
[Gov. C §§ 6008, 6023]

The verified petition of March J. Schwartz to have the standing of The Beverly Hills Courier ascertained and established as a newspaper of general circulation, as defined in §6008 of the Government Code, came on regularly for hearing by the Court on February 24, 1975, in Department 18 before the Honorable Clarence E. Swell **CLARENCE E. SWELL** **JUDGE PRO TEM**. Petitioner appeared by counsel, Jerome R. Weinstein.

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

1. The petition and notice of intention of petitioner to apply to the Court on a named day for an order declaring the newspaper to be a newspaper of general circulation was duly published pursuant to §6008 of the Government Code in (a) the petitioning newspaper and in (b) the Los Angeles Daily Journal, another

1 newspaper of general circulation published in the same county as  
2 the petitioning newspaper, as directed by order of the Court;  
3 proof of such publication was duly made and the Court set the  
4 petition for hearing.

5  
6 2. The Beverly Hills Courier is a newspaper published  
7 for the dissemination of local news and intelligence of a general  
8 character, which has a bona fide subscription list of paying  
9 subscribers and has been "established" and "published", as such  
10 terms are defined in §6002 of the Government Code, at regular  
11 weekly intervals in the City of Beverly Hills, in the Beverly  
12 Hills Unified School District in Los Angeles County, State of  
13 California, and in all other districts or judicial districts  
14 (including without limitation the Metropolitan Water District  
15 of Southern California) which include the City of Beverly Hills  
16 within each such district's respective jurisdiction, for at  
17 least three years preceding the date of the filing of the within  
18 petition.

19 3. The Beverly Hills Courier has a substantial distribution  
20 to paid subscribers in the City of Beverly Hills, the Beverly  
21 Hills Unified School District, Los Angeles County, State of  
22 California, and the other districts or judicial districts referred  
23 to in Paragraph 2 above.

24 4. The Beverly Hills Courier has maintained a minimum  
25 coverage of local news and intelligence of a general character  
26 of not less than twenty-five (25%) per cent of its total inches  
27 during each year of said three year period.

28 5. The Beverly Hills Courier has only one principal  
29 office of publication and that office is in the City of Beverly

1 Hills, in the Beverly Hills Unified School District, Los Angeles  
2 County, State of California; and in the other districts or  
3 judicial districts referred to in Paragraph 2 above

4 WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that  
5 the Beverly Hills Courier is a newspaper of general circulation,  
6 as defined in §6008 of the Government Code, for the City of  
7 Beverly Hills, for the Beverly Hills Unified School District,  
8 for the County of Los Angeles, for the State of California and  
9 for all other districts or judicial districts (including without  
10 limitation the Metropolitan Water District of Southern California)  
11 which include the City of Beverly Hills within each such district's  
12 respective jurisdiction,

The Clerk is ordered  
to enter this judgment

13  
14 DATED: FFR 9 5 1975, 1975

15 *Lee Rogers*  
16 Judge of the Superior Court  
17 PRO TEMPORE (16)

**PROOF OF PUBLICATION**

(2015.3 C.C.P.)

This space is for the County Clerk's Filing Stamp

STATE OF CALIFORNIA,  
County of Los Angeles.

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

.....Beverly Hills Courier.....

.....  
a newspaper of general circulation, printed and published ..... weekly .....

In the City of Beverly Hills  
County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of 2/26 19 76

Case Number 0110991 that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

..... AUG. 25, 30, SEPT. 6, 13, .....  
all in the year 19 85

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Beverly Hills

California this 25 day of Oct 19 85

*[Signature]*  
Signature

Proof of Publication of  
SHERIFF'S SALE  
.....  
.....

Paste Clipping  
of Notice  
SECURELY  
In This Space

Audit Period: April 1, 2015 – March 31, 2016

Beverly Hills Courier

499 North Canon Drive, 1st Floor  
Beverly Hills, CA 90210  
(310) 278-1322  
(310) 271-5118 FAX

EMAIL: mhobbs@bhcourier.com  
www.bhcourier.com

1. Audited Media Platforms

Print Publication:	Average Net Circulation:	39,975 (Print Edition)
Website:	Average Website Unique Visitors:	372,127
Social Media:	Average Facebook Likes:	2,474
	Average Twitter Followers:	2,884

Good Luck to the BERS Boys Basketball Team in Its Playoff Game Tonight At Diamond Ranch

# BEVERLY HILLS COURIER

The Newspaper of Record for the World of Beverly Hills

VOLUME 11 NUMBER 9 \$15 PER YEAR - \$1.25 PER COPY www.bhcourier.com SALES 865 February 18, 2016



**BERS BOYS BASKETBALL** — CHLA doctors underwent a rare heart procedure on a 12-year-old child who suffered from a condition that prevented sleep resulting from the hole being from crawling back into the body. The procedure was the last of its kind at Southern California. For the full story, see page 13. Pictured from left: Jay Alvarez, MD, Samantha Davis, Gregory Davis and Vance Davis.

**THIS ISSUE**

**VENOCO COULD DRAIN \$15 MILLION FROM BEVERLY HILLS SCHOOLS**  
By Laura Coleman

**OSCARS NEED STUNT COORDINATORS**  
By Laura Coleman

**HAWTHORNE AUDITORIUM ADDED TO MEASURE & WORK**  
By Matt Lopez

**SALES**  
Lopez is the cover 21

**CLASSIFIEDS**  
Real Estate  
Cars  
Sales  
Services

## Venoco Could Drain \$15 Million From Beverly Hills Schools

By Laura Coleman  
The Beverly Hills Unified School District could be on track to spend up to \$15 million a year to pay for Venoco's services, according to a report released by the district's board of trustees on Tuesday. The report, which was prepared by a consultant, says that Venoco's services could cost the district up to \$15 million a year. Venoco is a company that provides software and services for schools. The report says that Venoco's services are not necessary and that the district should consider other options. Venoco's CEO, Steve Lenz, says that the report is "misleading" and that Venoco's services are essential for the district's operations. The district's board of trustees is expected to vote on the report on Tuesday.

## San Leandro's Sandra Spagnoli Named Beverly Hills Police Chief

By Matt Lopez  
San Leandro Police Chief Sandra Spagnoli has been named the Beverly Hills Police Chief. Spagnoli, 46, has been in the San Leandro Police Department for 15 years. She was promoted to chief in 2011. Spagnoli is a graduate of the San Jose Police Academy and has a master's degree in public administration. She was named chief of the Beverly Hills Police Department in 2015. Spagnoli is the first woman to be named chief of the Beverly Hills Police Department. She will be sworn in on Tuesday. Spagnoli is expected to start her new job on Tuesday.



Sandra Spagnoli is the first woman to be named chief of the Beverly Hills Police Department.

## Hawthorne Auditorium Added To Measure & Work

By Matt Lopez  
The Beverly Hills Board of Education voted Tuesday to add the Hawthorne Auditorium to the Measure & Work program. The board voted 5-2 to add the auditorium to the program. The auditorium is located in Hawthorne and is owned by the City of Hawthorne. The board said that the auditorium is a valuable asset to the community and that it should be included in the Measure & Work program. The board also voted to add the auditorium to the program. The board's decision is expected to be implemented in the next few months.



**OSCARS NEED STUNT COORDINATORS** — More than 300 Hollywood stunt performers gathered in front of the Academy in Beverly Hills.

## Hollywood Stunt Performers Rally In Beverly Hills For Oscars Inclusion

By Laura Coleman  
More than 300 Hollywood stunt performers gathered in front of the Academy in Beverly Hills on Tuesday to demand that the Academy include stunt performers in its Oscar nominations. The stunt performers held a rally in front of the Academy and held signs that said "Oscars Need Stunt Coordinators". The stunt performers said that they have been working in the industry for many years and that they deserve to be recognized. The Academy has not included stunt performers in its Oscar nominations for many years. The stunt performers are expected to continue their efforts to get the Academy to include them in its Oscar nominations.



**WITH A BANG** — A group of people, including a woman in a black dress, at a social event.



**2. Publication Information**

Number of Editions:	One
Format / Average Page Count:	Tabloid / 36 Pages
Circulation Cycle:	Weekly
Ownership:	Beverly Hills Courier, LLC
Year Established:	1965
Publication Type:	Community Newspaper
Content:	52% Advertising / 48% Editorial
Circulation Paid/Unpaid:	100% Unpaid / 0% Paid / 0% Sponsored
Primary Delivery Methods:	72% Carrier Delivery / <1% Mail / 28% Controlled Bulk
Cover Price:	\$1.25
Insert Zoning Available:	Yes - Zone
CVC Member Number:	01-0989
DMA/MSA/CBSA:	Los Angeles, CA / Los Angeles-Riverside-Orange County, CA / Los Angeles-Long Beach-Santa Ana, CA
Audit Funded By:	Publisher

**3. Rate Card and Mechanical Data**

Rate Card Effective Date:	March 2, 2016
Mechanical Data:	Five (5) columns x 14-inch column depth Full page: 10" wide X 14" depth.
Open Rate:	Local: \$3,395.00 Full Page - \$437.00 1/8 <sup>th</sup> Page National: \$3,395.00 Full Page - \$437.00 1/8 <sup>th</sup> Page
Insert Open Rate:	\$58.00 - \$93.00 per thousand
Classified Rate:	\$55.00 per column inch
Deadline Day & Time:	Wednesday by 3 PM
Website Rates:	\$6.75 – \$4.75 Cost Per Thousand Impressions Additional rates may be available from the publisher.

**4. Contact Information**

Publisher:	Marcia W. Hobbs	EMAIL: mhobbs@bhcourier.com
Advertising:	Marcia W. Hobbs	EMAIL: mhobbs@bhcourier.com
Circulation:	Marcia W. Hobbs	EMAIL: mhobbs@bhcourier.com
Advertising:	Rod Pingul	EMAIL: rpingul@bhcourier.com
Advertising:	Evelyn Portugal	EMAIL: eportugal@bhcourier.com



www.cvcaudit.com

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

CVC Account Number: 01-0989	Friday	Beverly Hills Courier Beverly Hills, CA
<b>Audit Period Summary</b>		
Average Net Circulation	(5-H)	39,975
Average Gross Distribution	(5-F)	39,975
Average Net Press Run	(5-A)	40,000
<b>Audit Period Detail</b>		
A. Average Net Press Run		40.000
B. Office / File		25
C. Controlled Distribution		
1. Carrier Delivery		28,750
2. Bulk Delivery / Demand Distribution		10,200
3. Mail		150
4. Requestor Mail		0
5. Waiting Rooms		0
6. Hotels		850
7. Events, Fairs, Festivals and Trade Shows		0
8. Education		0
9. Restock & Office Service		25
Total Average Controlled Distribution		39,975
Controlled Returns		(0)
<b>TOTAL AVERAGE CONTROLLED CIRCULATION</b>		<b>39,975</b>
D. Paid Distribution		
1. Carrier Delivery		0
2. Single Copy		0
3. Mail		0
4. Waiting Room		0
5. Hotels		0
6. Education		0
7. Restock & Office Service		0
Total Average Paid Distribution		0
Paid Returns		(0)
<b>TOTAL AVERAGE PAID CIRCULATION</b>		<b>0</b>
E. Sponsored / Voluntary Paid Distribution		
1. Carrier Delivery		0
2. Single Copy		0
3. Mail		0
4. Waiting Rooms		0
5. Education		0
Total Average Sponsored Distribution		0
Sponsored Returns		(0)
<b>TOTAL AVERAGE SPONSORED CIRCULATION</b>		<b>0</b>
F. Average Gross Distribution		39,975
G. Total Unclaimed / Returns		(0)*
<b>H. Average Net Circulation</b>		<b>39,975</b>

## Explanatory – Print

### PARAGRAPH FIVE AUDIT PERIOD SUMMARY

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

**AVERAGE GROSS DISTRIBUTION:** Average gross distribution based on quarterly averages for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)). See audit period detail (F).

**NET PRESS RUN:** Average net press run based on quarterly averages during the audit period indicated. The net press run average does not include press waste, or start-up copies. See audit period detail (A).

### AUDIT PERIOD DETAIL

- A. 1. NET PRESS RUN:** Average net press run based on quarterly averages 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. CARRIER 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 5G returns.
- 3. MAIL:** Editions delivered by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses, and/or post office boxes.
- 4. REQUESTOR MAIL:** Editions delivered on a requestor basis by United States Postal Service mail to single family residences, and/or multi-family residences, and/or businesses, and/or post office boxes. Qualified requestor circulation and other mail permit qualifications are audited by the United States Postal Service and not determined by CVC.
- 5. CONTROLLED WAITING ROOMS:** Editions delivered to the waiting areas of local business and office buildings, including, but not limited to salons, medical and professional offices.
- 6. CONTROLLED HOTELS:** Editions distributed to area hotels and available to individual readers. Subject to paragraph 5G returns.
- 7. EVENTS, FAIRS, FESTIVALS and TRADE SHOWS:** Editions distributed to attendees and members of conventions, local fairs, festivals, trade shows and available to individual readers. Subject to paragraph 5G returns.
- 8. CONTROLLED EDUCATION:** Editions distributed to area schools or educational institutions and available to individual readers. Subject to paragraph 5G returns.
- 9. 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 5G returns.
- CONTROLLED RETURNS:** Edition distributed in the controlled distribution category, returned to the publisher unclaimed during the edition cycle \*(See paragraph 11 for CVC return/unclaimed confirmation.) Publications with greater than 25% returnable source distribution must report returns or unclaimed copies to qualify for net circulation reporting.
- D. PAID DISTRIBUTION:** Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.
- 1. CARRIER DELIVERY:** See C1 for explanation of carrier home delivery. See paragraph 12 for paid reporting analysis.
- 2. SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5G returns. See paragraph 12 for paid reporting analysis.
- 3. MAIL:** See C3 for explanation of mail distribution. See paragraph 12 for paid reporting analysis.
- 4. PAID WAITING ROOMS:** See C5 for explanation of waiting room distribution.
- 5. PAID HOTELS:** See C6 for explanation of hotel distribution.
- 6. PAID EDUCATION:** See C8 for explanation of educational copy distribution.
- 7. RESTOCK / OFFICE SERVICE:** See C9 for explanation of restock and office distribution.
- PAID RETURNS:** See section C: controlled returns for explanation of returns reporting. \*(See paragraph 11 for CVC return/unclaimed confirmation.)
- E. SPONSORED / VOLUNTARY PAID DISTRIBUTION:** Editions distributed by the publisher that are sponsored by a third party monetary exchange or voluntary reader payment system.
- 1. CARRIER DELIVERY:** See C1 for explanation of carrier home delivery.
- 2. SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a sponsored or voluntary pay basis. Subject to paragraph 5G returns.
- 3. MAIL:** See C3 for explanation of mail distribution.
- 4. SPONSORED WAITING ROOMS:** See C5 for explanation of waiting room distribution.
- 5. SPONSORED EDUCATION:** See C8 for explanation of educational copy distribution.
- 6. RESTOCK / OFFICE SERVICE:** See C9 for explanation of restock and office distribution.
- SPONSORED RETURNS:** See section C: controlled returns for explanation of returns reporting \*(See paragraph 11 for CVC return/unclaimed confirmation.)
- F. AVERAGE GROSS DISTRIBUTION:** Average gross distribution based on quarterly averages for the audit period indicated. Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C).
- G. TOTAL UNCLAIMED / RETURNS:** Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle. \*(See paragraph 11 for CVC return/unclaimed confirmation.)
- H. 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).



**6A. Audited Average Website Reporting - www.bhcourier.com**

	Monthly Audit Period Average
Website Unique Visitors	372,127
Website Visitors	1,076,092
Percent of New Visitors	82.18%
Website Page Views	3,008,462
Pages Per Visit	2.80

**Explanatory – Website**

**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.

**VISITORS:** The total number of visitors, expressed as a monthly average, to a publication’s website regardless of unique status, as expressed above.

**PERCENT NEW VISITORS:** The percentage of visitors that have visited the publication’s website for the first time through the course of the month and are considered unique and are differentiated from multiple returning visits.

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

**PAGES PER VISIT:** The average number of page views per session, expressed as a monthly average.

**6B. Audited Online/Digital Edition Reporting**

	Monthly Audit Period Average
Digital Edition Subscribers	70,447
Unique Digital Edition Visitors (Web)	Not Reported
Digital Edition Page Views (Web)	Not Reported

**Explanatory – Digital Edition**

**PARAGRAPH SIX (B)**

**DIGITAL EDITION:** Subscribers to a digital edition version of the publication. Subscriptions, unless expressed here, may be part of a print subscription package or a stand-alone digital subscription. Please see CVC Rules & Regulations for further information.

**UNIQUE DIGITAL EDITION VISITORS (WEB):** Unique visitors to a digital edition publication 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 with the defined cycle. A unique visitor counts once within the timescale. A visitor can make multiple visits. Limitations apply to the measurement of unique visitors. Please see CVC Rules & Regulations for further information.

**DIGITAL EDITION PAGE VIEWS (WEB):** Requests for files whose types are defined as pages; transmittals of full pages contained within the digital edition publication to the user’s browser. Several page views are expected to be logged per Visit/Session.

**6C. Text Media - Not Reported**

**6D. Social Media**

Social Media Source	Media Usage
Facebook - www.facebook.com/BHCourier	2,474 Likes
Twitter - @BHCourier	2,884 Followers

**Explanatory – Social Media**

**PARAGRAPH SIX (D)**

**FACEBOOK LIKES:** The average number of likes as expressed by followers of the Facebook page. Information sourced at regular intervals from the publications page on Facebook.com or third party measurement sources.

**TWITTER FOLLOWERS:** The average number of followers as expressed by members of the Twitter community. Information sourced at regular intervals from the publications page on Twitter.com or third party measurement sources.

**6E. Email Media - Not Reported**

**6F. Video & Podcast Media - Not Reported**



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**7. Average Print Circulation History**

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
01/01/16-12/31/16	CVC	39,975	-	-	-
01/01/15-12/31/15	CVC	39,975	39,975	39,975	39,975
01/01/14-12/31/14	CVC	39,975	39,975	39,975	39,975
01/01/13-12/31/13	CVC	39,975	39,975	39,975	39,975
01/01/12-12/31/12	CVC	39,975	39,975	39,975	39,975
01/01/11-12/31/11	CVC	39,965	39,975	39,975	39,975
01/01/10-12/31/10	CVC	39,950	39,965	39,965	39,965
01/01/09-12/31/09	CVC	39,715	39,715	39,950	39,950
01/01/08-12/31/08	CVC	39,950	39,715	39,715	39,715
01/01/07-12/31/07	CVC	39,950	39,950	39,950	39,950
07/01/06-12/31/06	CVC	-	-	39,900	39,900

**8. Distribution by Zip Code (3/27/2015 Edition) Friday**

ZIP CODE	CITY / AREA	COUNTY	STATE	CARRIER DELIVERY	CONTROLLED BULK / SINGLE COPY	MAIL	OFFICE / RESTOCK	TOTAL
90024	Los Angeles	Los Angeles	CA	6,250	0	0	0	6,250
90035	Los Angeles	Los Angeles	CA	800	0	0	0	800
90049	Los Angeles	Los Angeles	CA	700	0	0	0	700
90067	Century City	Los Angeles	CA	1,800	0	0	0	1,800
90077	Los Angeles	Los Angeles	CA	2,500	0	0	0	2,500
90210	Beverly Hills	Los Angeles	CA	7,700	7,900	0	0	15,600
90211	Beverly Hills	Los Angeles	CA	3,500	0	0	0	3,500
90212	Beverly Hills	Los Angeles	CA	5,500	0	0	0	5,500
92264	Palm Springs	Riverside	CA	0	2,000	0	0	2,000
Misc.	Assorted	Assorted	-	0	1,150	150	50	1,350
<b>TOTAL</b>				<b>28,750</b>	<b>11,050</b>	<b>150</b>	<b>50</b>	<b>40,000</b>

**9. Distribution by County (3/27/2015 Edition) Friday**

COUNTY	CITY / AREA	STATE	CARRIER DELIVERY	CONTROLLED BULK / SINGLE COPY	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills Century City Los Angeles	CA	28,750	7,900	0	0	36,650
Riverside	Palm Springs	CA	0	2,000	0	0	2,000
Misc.	Assorted	-	0	1,150	150	50	1,350
<b>TOTAL</b>			<b>28,750</b>	<b>11,050</b>	<b>150</b>	<b>50</b>	<b>40,000</b>



**10. Verification of Distribution – Mail and Carrier Delivery Distribution**

Beverly Hills Courier reported an average mail distribution of 150 during the audit period. Mail distribution is verified through the review of mail statements and/or additional publisher support documents. Beverly Hills Courier reported an average carrier delivery distribution of 28,750 during the audit period. Carrier delivery is verified through the review of carrier statements and/or additional publisher support documents. The Circulation Verification Council performed a delivery & readership verification in the primary market areas indicated in paragraph nine. Delivery verification is performed using multi-source methodologies considered necessary under the circumstances of the audit. Delivery verification can include, but is not limited to, residential and cell phone interviews, online surveys, email surveys, USPS surveys, in-person interviews and/or social media surveys. Delivery verification source data can include, but is not limited to, residential phone listings, cell phone exchanges, delivery lists, opt-in email databases, online, and/or social media databases. The purpose of the verification is to substantiate receipt of the publication, and further identify individuals who read or look through the publication.

**CVC review indicates that a sufficient number of individuals reported that they receive Beverly Hills Courier on a regular basis to substantiate the publisher’s distribution claims.**

**CVC verification confirms that 326 of 408 or 79.9% report 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 +/-4%.

**11. Verification of Distribution – Controlled Bulk / Demand Distribution / Single Copy**

The Circulation Verification Council performed delivery verification in the primary market areas indicated in paragraph nine. Delivery verification can include, but is not limited to, on-site verification, business and cell phone verification, online, email, and/or social media contact. Delivery verification source data can include, but is not limited to, business and cell phone listings, delivery lists, opt-in email, online, and/or social media databases. Circulation Verification Council performed the delivery verification from locations chosen randomly from the publication’s delivery list(s). The purpose was to verify whether the distribution and return quantities reported by the publisher are reasonable and accurate.

**CVC verification indicates that less than 5% of Beverly Hills Courier’s returnable source distributed editions are returned to the publisher unclaimed after the edition cycle.**

**12. Paid Reporting Analysis – Not Applicable**



[www.cvcaudit.com](http://www.cvcaudit.com)



**Optional Publisher Reporting - Special Section / Special Edition Reporting**

SPECIAL SECTION TITLE	EDITION MONTH
New Year – New You	January
Active Retirement	January / April / July / October
Valentine’s Day	February
Fashion Forward	February / August
Bridal Issue	February
Beverly Hills Health Expo	February
Luxury Living	February / May / August
Summer Camps and Schools	February / March / May / October / November
Managing Your Wealth	March / June / September / December
Travel	March / June / September / December
Passover	March
Easter	April
Health & Beauty	April / July / October
Mother's Day	May
Father's Day	June
Concours d'Elegance	June
Rosh Hashanah	September
Holiday Gift	November / December

\*\*Contact Beverly Hills Courier for deadline information

**13. Council Audit Statement**

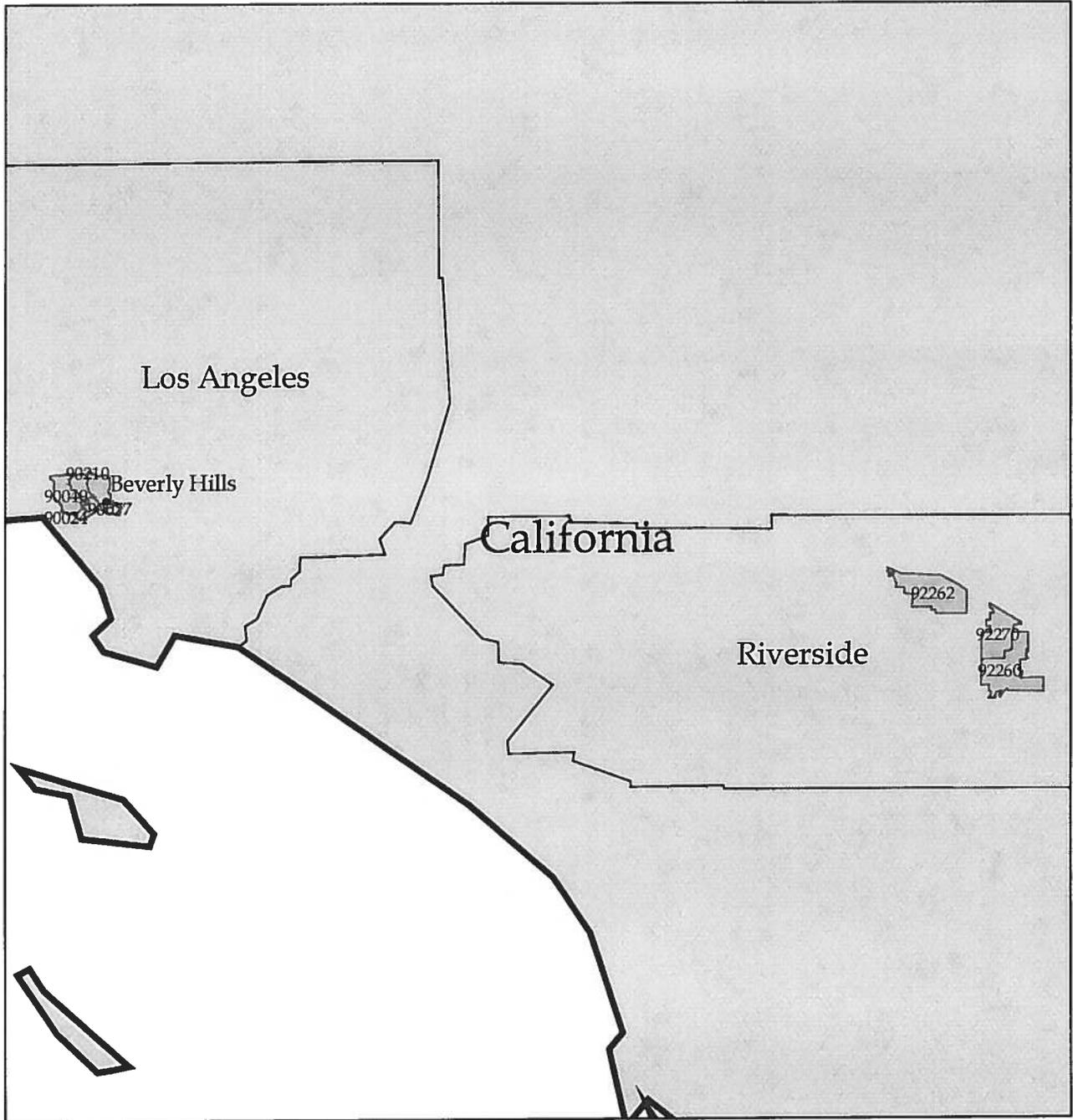
Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, technology, and general business records of this publication for the purpose of compiling this information. The review was completed using Council audit procedures considered necessary under the circumstances of the audit in compliance with CVC Rules and Regulations. In our opinion, this report fairly and accurately represents the publication's printing, distribution, circulation, and technology reporting, if applicable, for the period indicated. The publication has sworn that the information presented for this audit reporting is accurate and supplied CVC with general business records substantiating the information under audit review. This report is released subject to the provisions of the CVC Rules & Regulations which are hereby incorporated by reference. CVC Rules & Regulations may be amended from time to time without notice at the sole discretion of CVC. In no event shall CVC be liable for indirect, incidental, consequential, special, or punitive damages, or damages for lost profits, lost income, or lost savings arising by negligence, intended conduct, breach of contract, or otherwise. CVC reports and data are released for the sole use of advertising purchase evaluations and any use for valuations or determination of value is strictly prohibited. CVC reports may not be used for USPS requestor or other permit qualifications. This report is subject to copyright laws and may only be reproduced by the publisher.



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**The current status of this report expires June 30, 2017.**  
 If this report is presented after June 30, 2017 please call the toll-free number listed below.





Beverly Hills Courier  
 Beverly Hills, California  
 01-0989

Key to Features

-  State Boundary
-  County Boundary
-  Zip Code Boundary



# **Attachment 2**



Beverly Hills City Council  
City Clerk Byron Pope  
455 N Rexford Dr #290  
Beverly Hills, CA 90210

May 26, 2015

Ladies and Gentlemen:

Please find our bid materials attached for the 2016-17 fiscal year.

We would respectfully ask the Council to approve our bid **in full** and not index it against the bid of our competitor, which has been done in years past and is grossly unfair.

As discussed at last year's study session, we would like the Council to amend the certified audit requirement from every two years to every **five** years. Our audit costs \$1825, yet our circulation has not changed in many years. Every year the audit shows the same information, but it costs us another \$1825. We ask the Council to consider amending this for future bids.

We look forward to working with you in 2017 and beyond.

Sincerely,

A handwritten signature in black ink, appearing to be "Josh Gross", is written over a horizontal line.

Josh Gross  
Publisher/CEO

140 South Beverly Drive, Suite 201  
Beverly Hills, CA 90212  
310.887.0788 • 310.887.0789 fax • www.bhweekly.com

1 LISA GRACE-KELLOGG SBN 191988  
2 210 S. Spring Street  
3 Los Angeles, CA 90012

4 (213) 628-4384

5 Attorney for Petitioner

ORIGINAL FILED

NOV 22 2002

LOS ANGELES  
SUPERIOR COURT  
DEPARTMENT 33

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10  
11 **IN RE THE PETITION OF JOSH GROSS TO**  
12 **ESTABLISH THE BEVERLY HILLS-**  
13 **BEVERLYWOOD WEEKLY AS A NEWSPAPER**  
14 **OF GENERAL CIRCULATION**

No. BS079161

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

*(Government Code §6008)*

15  
16  
17 The verified Petition of Josh Gross to have The Beverly Hills-Beverlywood Weekly ascertained  
18 and established as a newspaper of general circulation, as defined by Government Code §6008 of the  
19 Government Code, came on regularly for hearing by the Court on November 22, 2002 in Department  
20 32 of the above entitled court. Petitioner appeared by his attorney, Lisa Grace-Kellogg. Contestant  
21 appeared by his attorney, Joe Hart.

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

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

27 2. The Beverly Hills-Beverlywood Weekly has a bona fide subscription list of paying  
28

**Judgment Adjudicating a Newspaper of General Circulation**

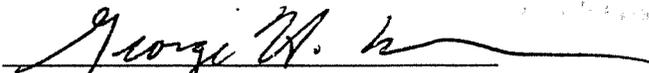
1 subscribers, and substantial distribution to paid subscribers in the City of Beverly Hills and  
2 surrounding areas.

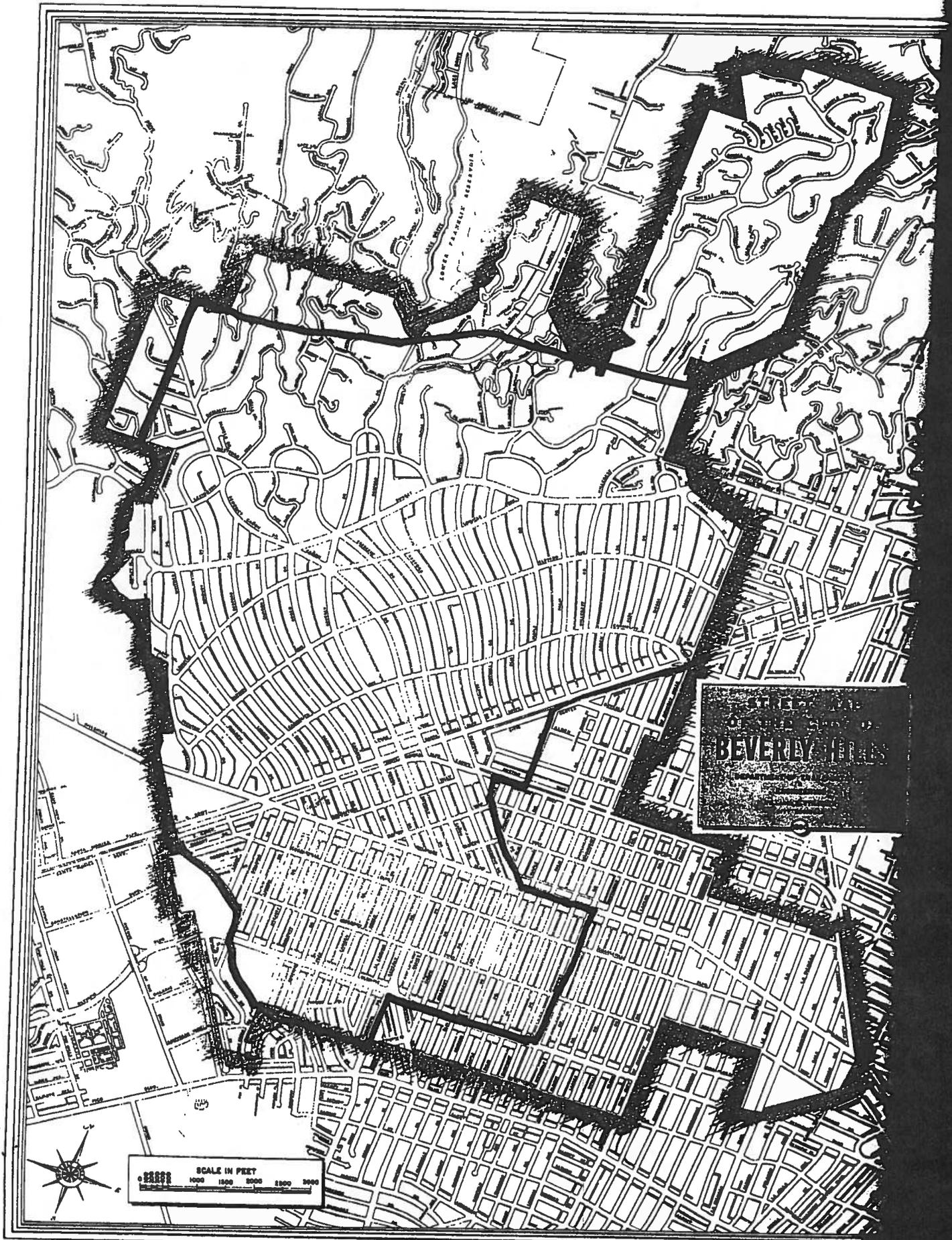
3 3. For more than three years preceding the filing of the petition, the petitioning newspaper  
4 has been established under the name of Beverly Hills-Beverlywood Weekly, and has been so  
5 established and published, that is, issued and sold or distributed regularly every week in the City of  
6 Beverly 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 20, 2016

To Whom It May Concern:

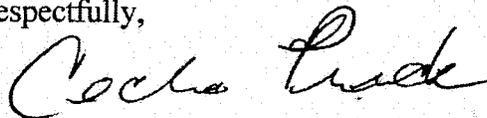
Community Media Print Facility has printed the following newspaper and quantity every week including the past year:

Beverly Hills Weekly

15,000 copies

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

Respectfully,



Cecilia Preciado  
Business Manager  
Community Media Print

May 25, 2016

Beverly Hills Weekly  
140 S. Beverly Drive  
Suite 201  
Beverly Hills, CA 90212

Dear Josh,

This letter should serve as your receipt for payment of your CVC audit. Our records indicate that you paid \$1,825.00 for your current audit on February 16, 2016. The audit period is from July – December 2015 and not expire until February 2017. Should you have any questions please contact CVC using the contact information below.

Thank you,  
Darlene Lucy  
Office Manager  
1-800-262-6392  
dlucy@cvcaudit.com

**Reinstatement Audit Period: July 1, 2015 – December 31, 2015**

**Beverly Hills Weekly**

140 South Beverly Drive, Suite 201  
Beverly Hills, CA 90212  
(310) 887-0788  
(310) 887-0789 FAX

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

**1. Audited Media Platforms**

Print Publication: Average Net Circulation: 14,950 (Print Edition)

**2. Publication Information**

Number of Editions: One  
Format / Average Page Count: Tabloid / 16 Pages  
Circulation Cycle: Weekly  
Ownership: Beverly Hills Weekly  
Year Established: 1999  
Publication Type: Community Newspaper  
Content: 60% Advertising / 40% Editorial  
Circulation Paid/Unpaid: 100% Unpaid / 0% Paid / 0% Sponsored  
Primary Delivery Methods: 94% Carrier Delivery / <1% Mail / 6% Controlled Bulk & Single Copy  
Annual Mail Subscription Rate: \$75.00  
Insert Zoning Available: No  
CVC Member Number: 19-0006  
DMA/MSA/CBSA: Los Angeles, CA / Los Angeles-Riverside-Orange County, CA /  
Los Angeles-Long Beach-Santa Ana, CA  
Audit Funded By: Publisher

**3. Rate Card and Mechanical Data**

Rate Card Effective Date: January 1, 2015  
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  
Deadline Day & Time: Friday by 4 PM  
Additional rates may be available from the publisher.

**4. Contact Information**

Publisher: Josh Gross EMAIL: [josh@bhweekly.com](mailto:josh@bhweekly.com)  
Advertising: Josh Gross EMAIL: [josh@bhweekly.com](mailto:josh@bhweekly.com)  
Circulation: Josh Gross EMAIL: [josh@bhweekly.com](mailto:josh@bhweekly.com)

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

CVC Account Number: 19-0006	Thursday	Beverly Hills Weekly Beverly Hills, CA
<b>Audit Period Summary</b>		
<b>Average Net Circulation</b>	<b>(5-H)</b>	<b>14,950</b>
Average Gross Distribution	(5-F)	14,950
Average Net Press Run	(5-A)	14,975
<b>Audit Period Detail</b>		
A. Average Net Press Run		14,975
B. Office / File		25
C. Controlled Distribution		
1. Carrier Delivery		14,000
2. Bulk Delivery / Demand Distribution		860
3. Mail		0
4. Requestor Mail		0
5. Waiting Rooms		0
6. Hotels		0
7. Events, Fairs, Festivals and Trade Shows		0
8. Education		0
9. Restock & Office Service		60
Total Average Controlled Distribution		14,920
Controlled Returns		(0)
<b>TOTAL AVERAGE CONTROLLED CIRCULATION</b>		<b>14,920</b>
D. Paid Distribution		
1. Carrier Delivery		0
2. Single Copy		0
3. Mail		30
4. Waiting Room		0
5. Hotels		0
6. Education		0
7. Restock & Office Service		0
Total Average Paid Distribution		30
Paid Returns		(0)
<b>TOTAL AVERAGE PAID CIRCULATION</b>		<b>30</b>
E. Sponsored / Voluntary Paid Distribution		
1. Carrier Delivery		0
2. Single Copy		0
3. Mail		0
4. Waiting Rooms		0
5. Education		0
Total Average Sponsored Distribution		0
Sponsored Returns		(0)
<b>TOTAL AVERAGE SPONSORED CIRCULATION</b>		<b>0</b>
F. Average Gross Distribution		14,950
G. Total Unclaimed / Returns		(0)*
<b>H. Average Net Circulation</b>		<b>14,950</b>

## Explanatory – Print

### PARAGRAPH FIVE AUDIT PERIOD SUMMARY

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

**AVERAGE GROSS DISTRIBUTION:** Average gross distribution based on quarterly averages for the audit period indicated. (Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C)). See audit period detail (F).

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- CONTROLLED RETURNS:** Edition distributed in the controlled distribution category, returned to the publisher unclaimed during the edition cycle \*(See paragraph 11 for CVC return/unclaimed confirmation.) Publications with greater than 25% returnable source distribution must report returns or unclaimed copies to qualify for net circulation reporting.
- D. PAID DISTRIBUTION:** Editions distributed by the publisher through paid subscription or other monetary exchange with individual readers.
- 1. CARRIER DELIVERY:** See C1 for explanation of carrier home delivery. See paragraph 12 for paid reporting analysis.
- 2. SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers. Subject to paragraph 5G returns. See paragraph 12 for paid reporting analysis.
- 3. MAIL:** See C3 for explanation of mail distribution. See paragraph 12 for paid reporting analysis.
- 4. PAID WAITING ROOMS:** See C5 for explanation of waiting room distribution.
- 5. PAID HOTELS:** See C6 for explanation of hotel distribution.
- 6. PAID EDUCATION:** See C8 for explanation of educational copy distribution.
- 7. RESTOCK / OFFICE SERVICE:** See C9 for explanation of restock and office distribution.
- PAID RETURNS:** See section C: controlled returns for explanation of returns reporting. \*(See paragraph 11 for CVC return/unclaimed confirmation.)
- E. SPONSORED / VOLUNTARY PAID DISTRIBUTION:** Editions distributed by the publisher that are sponsored by a third party monetary exchange or voluntary reader payment system.
- 1. CARRIER DELIVERY:** See C1 for explanation of carrier home delivery.
- 2. SINGLE COPY:** Editions distributed to newsracks, newsstands, and/or area retail businesses and available to individual readers on a sponsored or voluntary pay basis. Subject to paragraph 5G returns.
- 3. MAIL:** See C3 for explanation of mail distribution.
- 4. SPONSORED WAITING ROOMS:** See C5 for explanation of waiting room distribution.
- 5. SPONSORED EDUCATION:** See C8 for explanation of educational copy distribution.
- 6. RESTOCK / OFFICE SERVICE:** See C9 for explanation of restock and office distribution.
- SPONSORED RETURNS:** See section C: controlled returns for explanation of returns reporting \*(See paragraph 11 for CVC return/unclaimed confirmation.)
- F. AVERAGE GROSS DISTRIBUTION:** Average gross distribution based on quarterly averages for the audit period indicated. Total of controlled distribution (A), paid distribution (B), and sponsored distribution (C).
- G. TOTAL UNCLAIMED / RETURNS:** Distributed editions returned to the publisher unsold and/or unclaimed during the edition cycle. \*(See paragraph 11 for CVC return/unclaimed confirmation.)
- H. 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).

**6A. Audited Average Website Reporting - www.bhweekly.com - Not Reported**

**6B. Audited Online/Digital Edition Reporting - Not Reported**

**6C. Text Media - Not Reported**

**6D. Social Media - Not Reported**

**6E. Email Media - Not Reported**

**6F. Video & Podcast Media - Not Reported**

**7. Average Print Circulation History**

YEAR	AUDIT SOURCE	Q1	Q2	Q3	Q4
01/01/15-12/31/15	CVC	No Reporting	No Reporting	14,950	14,950
01/01/14-12/31/14	No Reporting				
01/01/13-12/31/13	CVC	No Reporting	No Reporting	14,975	14,975
01/01/12-12/31/12	No Reporting				
01/01/11-12/31/11	CVC	No Reporting	No Reporting	14,975	14,975
01/01/10-12/31/10	No Reporting				
01/01/09-12/31/09	CVC	No Reporting	No Reporting	14,950	14,950
01/01/08-12/31/08	No Reporting				
01/01/07-12/31/07	CVC	14,950	14,950	14,950	No Reporting
01/01/06-12/31/06	CVC	No Reporting	No Reporting	No Reporting	14,950
01/01/05-12/31/05	No Reporting				
07/01/03-12/31/04	Prior CVC	-	-	-	-

**8. Distribution by Zip Code (12/31/2015 Edition) Thursday**

ZIP CODE	CITY / AREA	COUNTY	STATE	CARRIER DELIVERY	CONTROLLED BULK / SINGLE COPY	MAIL	OFFICE / RESTOCK	TOTAL
90210	Beverly Hills	Los Angeles	CA	6,874	400	0	0	7,274
90211	Beverly Hills	Los Angeles	CA	2,856	60	0	0	2,916
90212	Beverly Hills	Los Angeles	CA	4,270	400	30	60	4,760
<b>TOTAL</b>				<b>14,000</b>	<b>860</b>	<b>30</b>	<b>60</b>	<b>14,950</b>

**9. Distribution by County (12/31/2015 Edition) Thursday**

COUNTY	CITY / AREA	STATE	CARRIER DELIVERY	CONTROLLED BULK / SINGLE COPY	MAIL	OFFICE / RESTOCK	TOTAL
Los Angeles	Beverly Hills	CA	14,000	860	30	60	14,950
<b>TOTAL</b>			<b>14,000</b>	<b>860</b>	<b>30</b>	<b>60</b>	<b>14,950</b>



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## 10. Verification of Distribution – Mail and Carrier Delivery Distribution

Beverly Hills Weekly reported an average mail distribution of 30 during the audit period. Mail distribution is verified through the review of mail statements and/or additional publisher support documents. Beverly Hills Weekly reported an average carrier delivery distribution of 14,000 during the audit period. Carrier delivery is verified through the review of carrier statements and/or additional publisher support documents. The Circulation Verification Council performed a delivery & readership verification in the primary market areas indicated in paragraph nine. Delivery verification is performed using multi-source methodologies considered necessary under the circumstances of the audit. Delivery verification can include, but is not limited to, residential and cell phone interviews, online surveys, email surveys, USPS surveys, in-person interviews and/or social media surveys. Delivery verification source data can include, but is not limited to, residential phone listings, cell phone exchanges, delivery lists, opt-in email databases, online, and/or social media databases. The purpose of the verification is to substantiate receipt of the publication, and further identify individuals who read or look through the publication.

**CVC review indicates that a sufficient number of individuals reported that they receive Beverly Hills Weekly on a regular basis to substantiate the publisher's distribution claims.**

**CVC verification confirms that 253 of 479 or 52.8% report 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 +/-4%.

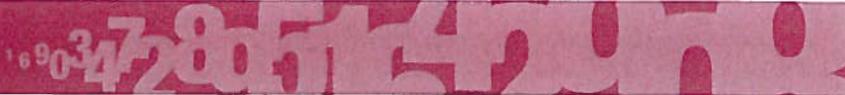
## 11. Verification of Distribution – Controlled Bulk / Demand Distribution / Single Copy

The Circulation Verification Council performed delivery verification in the primary market areas indicated in paragraph nine. Delivery verification can include, but is not limited to, on-site verification, business and cell phone verification, online, email, and/or social media contact. Delivery verification source data can include, but is not limited to, business and cell phone listings, delivery lists, opt-in email, online, and/or social media databases. Circulation Verification Council performed the delivery verification from locations chosen randomly from the publication's delivery list(s). The purpose was to verify whether the distribution and return quantities reported by the publisher are reasonable and accurate.

**CVC verification indicates that less than 20% of Beverly Hills Weekly's returnable source distributed editions are returned to the publisher unclaimed after the edition cycle.**



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**12. Paid Reporting Analysis**

<b>CARRIER DELIVERY</b>	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full 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
Over 25% of basic rate	0
1%-24% of basic rate	0
Less than 1% of basic rate*	0
<b>SPONSORED</b>	Basic Rates: N/A
	AVERAGE NUMBER OF SUBSCRIPTIONS
Full Basic Rate	0
<b>SINGLE COPY</b>	COVER PRICE: N/A
	AVERAGE WHOLESALE RATE: N/A

**13. Council Audit Statement**

Circulation Verification Council (CVC) reviewed the printing, distribution, circulation, technology, 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 Regulations. In our opinion, this report fairly and accurately represents the publication's printing, distribution, circulation, and technology reporting, if applicable, for the period indicated. The publication has sworn that the information presented for this audit reporting is accurate and supplied CVC with general business records substantiating the information under audit review. This report is released subject to the provisions of the CVC Rules & Regulations which are hereby incorporated by reference. CVC Rules & Regulations may be amended from time to time without notice at the sole discretion of CVC. In no event shall CVC be liable for indirect, incidental, consequential, special, or punitive damages, or damages for lost profits, lost income, or lost savings arising by negligence, intended conduct, breach of contract, or otherwise. CVC reports and data are released for the sole use of advertising purchase evaluations and any use for valuations or determination of value is strictly prohibited. CVC reports may not be used for USPS requestor or other permit qualifications. This report is subject to copyright laws and may only be reproduced by the publisher.



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**The current status of this report expires March 31, 2017.**  
If this report is presented after March 31, 2017 please call the toll-free number listed below.



### Beverly Hills Weekly - Beverly Hills, CA - 19-0006 - Supplemental Readership Study

The Circulation Verification Council surveyed Beverly Hills Weekly readers in the primary market areas indicated in publication's CVC audit report. The purpose was to identify the number of individuals who indicate they have read at least two of the last four issues of the publication, and gather study information solely for advertising purchase evaluations. Market statistics estimates appearing in CVC reports, when available, are obtained from EASI Software. CVC study sources can include, but are not limited to, residential and cell phone surveys, online surveys, email surveys, and/or social media surveys. Study source data can include, but are not limited to, residential phone listings, cell phone exchanges, publisher delivery lists, opt-in email, online and/or social media databases. Residential and cell phone survey populations consist of adults age 18 and over, living in households within the survey area. Within this area, each individual had a known (or "non-zero") probability of being selected for the random sample. Surveys were conducted solely with pre-designated respondents and no substitutions were permitted. Initial survey attempts were spread evenly across all survey days (i.e., Tuesday through Saturday). A minimum of 250 completed surveys, or 2.5% of net circulation for publications under 10,000 circulation is required with no more than one survey per household. Survey Procedures: To ensure the highest degree of comparability and to facilitate the survey process, a standard, consistent, specified list of questions was asked. Surveys were conducted over a minimum period of three weeks to minimize the impact of weather and/or special circumstances. Every effort was made to ensure that surveys were assigned randomly by day and that an approximately equal number of surveys were completed on each survey 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. Every effort was made to surmount language, cultural, behavioral and other barriers to a successful survey; and to the extent feasible, contact attempts were scheduled on a random basis. During the survey process, no questions were asked prior to the readership question, with the exception of a qualifying question designed to determine the ZIP code of the individual; and a general warm-up call explanation designed to put the respondent at ease. Warm-up questions did not include any reference to a publication itself or the nature of the study information. The study followed recommended guidelines developed in part from established media usage and evaluation 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 +/-4% at the 95% confidence level. 253 Survey respondents were interviewed during the verification of carrier delivery and mail distribution. 17 Survey respondents reported reading a minimum of two of the last four issues through single copy, controlled bulk, or pass along distribution. 39 Survey respondents responded to a geo-coded outbound email verification. This publication did not participate in the CVC online research program.

- **Average estimated readers per edition during the audit period: 1.75**

\*Readership estimates compiled from 2015 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	309	Survey Respondents
-----	-----	--------------------

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

YES	151	48.9%
NO	158	51.1%

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

49%	1-2 Days
38%	3-4 Days
06%	5-6 Days
07%	1 Week or More

4. Reader Gender (Voice recognition - Gender Bias Rotation)

Reader	Market	
Demographics	Demographics	
42%	47%	Male Readers
58%	53%	Female Readers



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5. What range best describes your age.

Reader Demographics	Market Demographics
00%	04% 18 - 20
01%	05% 21 - 24
06%	14% 25 - 34
20%	16% 35 - 44
24%	20% 45 - 54
24%	18% 55 - 64
20%	12% 65 - 74
04%	07% 75 - 84
01%	05% 85 years or older

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

Reader Demographics	Market Demographics
00%	08% under \$15,000
01%	06% \$15,000 - \$24,999
01%	05% \$25,000 - \$34,999
02%	07% \$35,000 - \$49,999
10%	13% \$50,000 - \$74,999
10%	10% \$75,000 - \$99,999
16%	09% \$100,000 - \$124,999
11%	06% \$125,000 - \$149,999
18%	09% \$150,000 - \$199,999
31%	28% over \$200,000

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

Reader Demographics	Market Demographics
00%	05% Some High School or Less
11%	13% Graduated High School
23%	22% Some College
37%	32% Graduated College
16%	12% Completed Master Degree
09%	12% Completed Professional Degree
04%	05% Completed Doctorate Degree



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8. Which of the following products or services, if any, do you plan to purchase during the next twelve months?

20%	New Automobile, Truck or SUV	(% = Positive respondents)
19%	Used Automobile, Truck or SUV	
16%	Antiques or Auctions	
54%	Furniture or Home Furnishings	
21%	Major Home Appliance	
19%	Computers, Tablets or Laptops	
40%	Home Improvements or Home Improvement Supplies	
32%	Television or Electronics	
18%	Carpet or Flooring	
62%	Automobile Accessories (tires, brakes or service)	
47%	Lawn & Garden Supplies	
29%	Florist or Gift Shops	
16%	Home Heating & Air Conditioning (service, new equipment)	
73%	Vacations or Travel	
11%	Real Estate	
65%	Men's Apparel	
88%	Women's Apparel	
44%	Children's Apparel	
02%	Boats or Personal Watercraft	
17%	Art & Crafts Supplies	
13%	Childcare	
29%	Education or Classes	
11%	Attorney	
28%	Veterinarian	
15%	Chiropractor	
35%	Financial Planner (Retirement, Investing)	
67%	Tax Advisor or Tax Services	
49%	Health Club or Exercise Class	
42%	Cleaning Services (Carpet Cleaning, Air Duct Cleaning, Home Cleaning)	
14%	Weight Loss	
36%	Lawn Care Service (Maintenance & Landscaping)	
30%	Legal Gambling Entertainment (Lottery, Casinos, Racetracks, Bingo)	
61%	Pharmacist or Prescription Service	
28%	Cell Phone or Smart Phone (New Service or Update Service)	
91%	Dining & Entertainment	
21%	Jewelry	
10%	Wedding Supplies	
26%	Athletic & Sports Equipment	
05%	Motorcycles or ATV's	



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**THIS PAGE CONTAINS NO DATA**



**BID DOCUMENT**

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

**ADVERTISING AND NOTICES - BIDS WANTED**

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

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

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

Sealed proposals will be received only at the Office of the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, California 90210, until 2:00 p.m. pacific time, on Thursday May 26, 2016 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 16, 2016  
**Bid Number:** 16-14  
**Item Description:** Advertising and Notices  
**Bid Opening:** May 26, 2016 @ 2 pm

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

BID DEPOSIT - NONE REQUIRED WITH THIS BID  
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID

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

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

Title: ADVERTISING AND NOTICES

Bid No. 16-14

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

11. For any questions regarding this bid, please contact Byron Pope, City Clerk, at (310) 285-2400.

### SECTION III – DETAIL SPECIFICATIONS

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

1. The successful bidder shall print, on a non-exclusive basis, and publish correctly and in a first-class manner in a newspaper that has been adjudicated as a newspaper of general circulation as defined in Section 6008 of the Government Code, for the City of Beverly Hills, **all legal advertising and any other notices or advertising of whatever kind or nature that may be requested in writing by an officer, board, commission or department of the City of Beverly Hills**, to be printed pursuant to the terms of this bid, and furnish proof of publication. **Nothing in this bid document shall be construed to require the City to place all advertisements, or any particular advertisement, with any bidder to whom a contract is awarded.** The City retains the right to place advertisements in any publication or medium as required by law and as it determines to be in the best interests of the City. The successful bidder shall enter into an agreement with City for services from July 1, 2016 through June 30, 2017 on the form attached as Attachment A.
2. All advertisements shall be inserted in every edition of the newspaper issued upon the day of publication, and not in any supplement thereof, and shall be published for the number of days directed in writing by City and no more. If specified by City in writing, certain public notices, which together may contain up to one page of text, shall be inserted on pages 2 through 5 of the front section of the newspaper ("up front ads"). If City requests more than one page of up front ads for any single edition of the newspaper, one page of up front ads shall be placed on pages 2 through 5 of the first section of that edition and any up front ads in excess of one page shall be inserted within the first 7 pages of the first section of that edition. If at any time during the period of the agreement, the newspaper to which the agreement is awarded is not published and circulated regularly on its regular date of publication, the City has the right to immediately terminate the agreement and to recover any damages from the successful bidder. If the newspaper is published more than one day per week, advertisements shall be placed on the publication date requested by the City.
3. The successful bidder will be required during the term of the agreement to deliver free of charge fifty (50) copies of each issue of said newspaper to the City Clerk's office.
4. In the event the successful bidder fails to publish an advertisement or notice or publishes improperly, the successful bidder shall, at the election of the City, republish on the next available publication date at no charge to the City or shall not charge the City for the improperly published advertisement.
5. Written copy furnished by the City shall not be photocopied and published in "as is" condition. All such written copy shall be typeset as required by the City and in the font style and size specified in the agreement, unless otherwise specified by the City. The City may also provide the successful bidder with a camera-ready copy.
6. Bidders shall submit a sample notice of public hearing, notice to bidders, and an ordinance or resolution. (Samples are attached as Attachment B). Bidders shall specify the font style

and size for up front ads and other advertising submitted by the City and shall submit the above samples in those font styles and sizes. Font style shall be Serif or Sans Serif or other style acceptable to the City and font size shall be eight (8) points except that Sans Serif may be seven (7) points.

7. All bidders shall submit a map of the bidder's newspaper delivery area. The map shall clearly identify the locations in the City where newspapers are delivered and where they are not delivered. The bidder shall use a Thomas Guide Street Map or equivalent and specifically delineate streets or areas in the City where newspapers are delivered and streets or areas where newspapers are not delivered. The map shall also show those streets or areas in the City where newspapers are delivered free of charge and those streets or areas in the City where newspapers are delivered only with a paid subscription. All bidders shall also describe the nature and extent of delivery of newspapers in commercial areas of the City and to multi-family residential properties.
8. All bidders shall submit the lowest price paid during the previous 12 months for the following types of advertising:

- a. Legal/Classified Advertising

- b. Display Advertising up to page 5 for:

(1)	1/8th page	\$200	**does not include CNPA rate
(2)	1/5th page	n/a	
(3)	1/4 page	\$400	
(4)	1/2 page	\$800	
(5)	full page	\$1600	

- c. Display advertising pages 6 through first page of classifieds for:

(1)	1/8th page	same as above
(2)	1/5th page	
(3)	1/4 page	
(4)	1/2 page	
(5)	full page	

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

9. All bidders shall furnish a verified circulation audit **completed within the last twelve (12) months**, except that any bidders who submitted a verified circulation audit to the City of

Beverly Hills in connection with a previous bid need not furnish a new circulation audit if the previously submitted audit was **completed within the twenty four (24) months prior to the Date of Request of this Request for Bids.**

10. All bidders shall furnish a valid certificate of adjudication.
11. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.
12. The successful bidder shall provide one affidavit of publication within two weeks of each publication.
13. The successful bidder shall pick up the notice/advertising copy from City or accept fax or digital transmission of the copy from City, and **provide a proof prior to publication for City to review for accuracy.**

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



Title: ADVERTISING AND NOTICES

Bid No. 16-14

display advertising on pages dedicated to legal and classified advertising **as typeset by City** (legal/classified ads).

(with digitally transmitted text)  
\$ 10  
(without digitally transmitted text)

(with digitally transmitted text)  
\$ 25  
(without digitally transmitted text)

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

Yes

No  
xxxxx

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

**Tier 1** – Number of publications distributed to Beverly Hills residents weekly: see audit

**Tier 2** – Number of publications distributed in Beverly Hills weekly: \_\_\_\_\_

**Tier 3** – Number of publications distributed outside of Beverly Hills weekly: \_\_\_\_\_

**PRICING**

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

1. Deadline Tues 5p for Publishing Thurs.  
(day and time) (day)

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

Title: ADVERTISING AND NOTICES

Bid No. 16-14

Exceptions or Deviations attached  YES  NO

Company Name Beverly Hills Weekly Telephone 3108870788

Address 140 S Beverly Dr #201 BH 90212

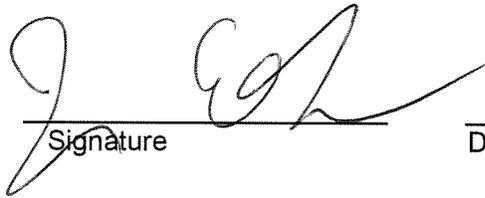
Person submitting bid:

Josh E. Gross

CEO

Print Name

Title



Signature

may 26, 2016

Date

**TAX**

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

**ACCEPTANCE OF PROPOSAL**

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

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

**EXCEPTIONS**

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

**INSURANCE**

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

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

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

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

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

Title: ADVERTISING AND NOTICES

Bid No. 16-14

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

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO EXECUTE AN AGREEMENT IN THE FORM SET FORTH IN ATTACHMENT A.

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

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COMPANY NAME: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLEASE RETURN TO:**

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

**ATTACHMENT A**

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

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

NAME OF VENDOR: \_\_\_\_\_

RESPONSIBLE PRINCIPAL OF VENDOR: \_\_\_\_\_

VENDOR'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Byron Pope, City Clerk

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

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

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

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

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

Section 8. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

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

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

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

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

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

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

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

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

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

Section 9. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim of intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

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

Section 12. Records Audit. VENDOR shall keep and maintain full and accurate records with respect to all matters governed by this Agreement, including but not limited to (1) the rates paid by CITY under this Agreement, and (2) the distribution, delivery and circulation of \_\_\_\_\_. CITY or its representative, including a third party auditor, shall be entitled to full access, without charge, during normal business hours to all records of VENDOR as deemed appropriate by CITY to determine compliance with this Agreement and shall have the right to examine, inspect and audit the same and to make transcripts or copies therefrom. If CITY or its representative determines that the rates paid by the CITY for advertising exceed the rates paid by any other advertiser of VENDOR for the same advertising

other than special introductory rates or special rates offered to advertisers who contract to purchase at least one half page in every edition of the newspaper for at least ninety (90) days, VENDOR shall promptly reimburse CITY for all fees paid in excess of those required by this Agreement. In addition, VENDOR shall reimburse CITY for all costs and expenses incurred by CITY in connection with such audit.

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

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

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

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

Section 17. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

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

VENDOR:

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

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

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

## EXHIBIT A

Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B-1

Schedule of Rates

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

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

EXHIBIT B-2

Schedule of Payment

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

EXHIBIT C  
CERTIFICATE OF INSURANCE

### CERTIFICATE OF INSURANCE

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

**NAMED INSURED (CONTRACTOR)  
COVERAGE**

**COMPANIES AFFORDING**

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

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

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

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

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

BY: \_\_\_\_\_

Authorized Insurance Representative

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

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

\_\_\_\_\_

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

EXHIBIT D  
CIRCULATION AREA

**ATTACHMENT B**

EXHIBIT A

City Clerk's Office

**NOTICE OF PUBLIC HEARING**

The Council of the City of Beverly Hills, at its regular meeting to be held on **Tuesday, January 5, 2016, at 7:00 p.m.**, in the Council Chambers of the City Hall, 455 N. Rexford Drive, Beverly Hills, California, will hold a public hearing to consider adoption of:

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS  
MODIFYING THE PENALTY SURCHARGE FOR WATER USAGE  
CONTRARY TO THE PROVISIONS OF THE STAGE D WATER  
CONSERVATION MEASURES.

The proposed resolution would modify the existing penalty surcharge for water usage contrary to the provisions of the stage D water conservation measures. The City has prepared a report with analysis supporting the proposed penalty surcharge structure.

Copies of the report are available for review or purchase in the Office of the City Clerk, Room 290, 455 N. Rexford Drive, Beverly Hills, California. 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, California, 90210. The comments should be received prior to the hearing date. If you need more information, please contact Caitlin Sims at (310) 285-2499.

Please note that 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 public hearing.

BYRON POPE, MMC  
City Clerk

EXHIBIT B

ORDINANCE NO. 16-O-2701

AN ORDINANCE OF THE CITY OF BEVERLY HILLS  
AMENDING THE BEVERLY HILLS MUNICIPAL CODE  
REGARDING THE HEALTH AND SAFETY COMMISSION

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS DOES HEREBY  
ORDAIN AS FOLLOWS:

Section 1. The city council hereby amends and restates Sections 2-2-1602 of Article 16 (“Health and Safety Commission”) of Chapter 2 (“COMMISSIONS AND COMMITTEES”) of Title 2 (“ADMINISTRATION, PERSONNEL, AND PROCEDURES”) of the Beverly Hills Municipal Code to read as follows:

Article 16. Health And Safety Commission

2-2-1602: MISSION STATEMENT AND RESPONSIBILITIES:

A. The Health and Safety Commission shall strive to maintain and improve the overall health and safety of the community in accordance with its purposes and responsibilities.

The Commission shall have the following purposes and responsibilities:

1. Increase Public Awareness. Promote and broaden community awareness of health and safety issues, including issues of public health and welfare, healthy lifestyles, mitigation of safety risks and hazards, the importance of disaster preparedness (hereafter “Health and Safety Issues”) and encourage citizen participation in efforts aimed at promoting Health and Safety Issues.
2. Inform the Public. Educate and inform members of the community regarding Health and Safety Issues and risk avoidance through various means, including but not limiting to, public discussion, website publications and postings, community outreach, sharing of information and by assisting at and supporting City-sponsored activities and programs which promote Health and Safety Issues.
3. Provide a Public Forum. Provide the community with a public forum within which members of the general public can discuss and/or comment on Health and Safety Issues.
4. Provide Recommendations. Recommend strategies aimed at improving the health and safety of the City, including as directed by the City Council, or as requested by members of the general public, and/or which relate to Health and Safety Issues.

5. Support Efforts Aimed at Disaster Preparedness, Prevention, Mitigation, Response and Recovery. Support the work of all City Departments before, during and after a medical, natural or man-made disaster, and strengthen ties with the community's disaster related stakeholders.
6. Recognize Achievement. Honor individuals, businesses or groups that have demonstrated leadership in the field of health and safety, have promoted Health and Safety Issues and/or have otherwise made a contribution to the missions of the Health and Safety Commission.

B. For purposes of this Article, the following terms shall have the following meanings:

“Disaster” shall mean the kind of event, such as fire, flood, storm, earthquake, riot, or any other occurrence, for which a Local Emergency or a State of Emergency may be proclaimed, or which constitutes the existence of a State of War Emergency, as each of those official emergencies are defined in Section 2-4-102 of this Code.

“Disaster related stakeholders” shall mean local residents, businesses, schools, faith-based organizations, community-based groups, and local, state and federal agencies that are involved in disaster preparedness and response.

C. Notwithstanding any provision of the foregoing subsections (A) and (B), the Commission shall not be a department oversight commission, a police oversight commission, or a fire oversight commission. The Commission shall not become involved with:

1. Police or fire response issues;
2. Issues that involve special technical expertise;
3. School safety issues;
4. Monitoring or overseeing any enforcement activities of any City department, including but not limited to, enforcement of this Code, enforcement of traffic laws, or enforcement of state criminal or civil laws.

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 final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

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 the city Clerk's 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 5, 2016

Effective: May 6, 2016

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
DAVID SNOW  
Interim City Attorney

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

## EXHIBIT C

## NOTICE TO BIDDERS

**Construction of  
ZONE 9 INTERTIE AND PRESSURE REDUCING STATION**

**Within the City of  
BEVERLY HILLS, CALIFORNIA**

**BIDS** - Sealed Proposals for the water main replacements in the locations listed below within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m., on **March 10, 2016**, at the office of the City Clerk of the City of Beverly Hills, located in Room 290 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.

**PROJECT WORK LOCATION**

WM No.	Main Location	Begin	End
1	Monte Cielo Ct.	Monte Cielo Dr.	La Fontaine Ct.

**SCOPE OF THE WORK** - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, the construction and completion of the waterline replacement project in accordance with Drawing No. 10395, Sheets 1 through 18 and the Specifications prepared for this project.

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION
1	1 Lump Sum	Mobilization/ Demobilization/ Traffic Control / Trench Safety Measures
2	5 Linear Feet	Furnish and Install 8-inch Ductile Iron Pipe-Restrained Joints, including gate valves and pressure regulating valves.
3	150 Linear Feet	Furnish and Install 8-inch Steel Piping, Flanged including gate valves and pressure regulating valves.
4	1 Lump Sum	Furnish and Install Electrical including Meter Socket, Load Center, Lighting including all Conduit, Wire and Cables
5	1 Lump Sum	Furnish and Install SCADA Panel, including programming and integration
6	1 Lump Sum	Furnish and Install Instrumentation including 8-inch Flow Meter and Piping Connections
7	1 Lump Sum	Furnish and Install Retaining Wall
8	1 Lump	Miscellaneous Electrical Work including but not limited to

		Sum	switches, receptacles, etc.
9	1	Lump Sum	Miscellaneous Piping and Civil Work
10	1	Lump Sum	Steel Door, Windows, Paint Building & Anti-slip Floor Surface
11	1	Lump Sum	\$5,000 Allowance for Southern California Edison

Copies of the Plans, Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer, located at 345 Foothill Rd. 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", 2015 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.

**AMENDMENTS** - The second paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted.

The fourth paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted and replaced by the following: "Should any Contract item be deleted in its entirety, no payment will be made to Contractor for that Bid Item."

The following is in addition to the provisions of Section 2-9.1 of the Greenbook: The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the City a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

Section 3-3.2.2 shall be changed as follows:

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

The following will revise Section 3-3.2.3 of the Greenbook:

(a) Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 3-3.2.2, the markup shall be:

- a) Labor 20%
- b) Materials 15%
- c) Tools & Equipment Rental 15%
- d) Other Items 15%

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof, and 5% on costs in excess of \$2,000.

**GENERAL INSTRUCTIONS** - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: "**BID NO. 16-02: ZONE 9 INTERTIE AND PRESSURE REDUCING STATION.**"

**ENGINEER'S ESTIMATE** - The preliminary opinion of probable cost of construction of this Work has been prepared and the said estimate is **\$292,300.**

**PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER** – The Contractor is required to register with State of California Department of Industrial Relations and meet requirements to bid on public works contracts. A Public Works Contractor Registration No. shall be submitted with the bid.

**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 Rd., 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.

**CONTRACTORS LICENSE** - At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, the Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code.

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

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

**CITY CONTACT** – Tristan Malabanan 310-285-2512 or [tmalabanan@beverlyhills.org](mailto:tmalabanan@beverlyhills.org)

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

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# **Attachment 3**

Advertisement Bid 2016/2017

Categories	Beverly Hills Courier					Beverly Hills Weekly				
	2014/2015	2015/2016	2016/2017	% Change from 15/16	% Change from 14/15	2014/2015	2015/2016	2016/2017	% Change from 15/16	% Change from 14/15
Adjudicated	Yes	Yes	Yes			Yes	Yes	Yes		
Adjudication date	2/20/75	2/20/1975	2/20/75			11/22/03	11/22/03	11/22/03		
Circulation map	Yes	Yes	Yes			Yes	Yes	Yes		
Submission deadline	Wednesdays at 5pm	Wednesdays at 5pm	Wednesdays at 5pm			Tuesdays at 5pm	Tuesdays at 5pm	Tuesdays at 5pm		
Publication date	Fridays	Fridays	Fridays			Thursdays	Thursdays	Thursdays		
Average Beverly Hills weekly distribution	24,400	24,400	24,600			14,890	14,890	14,860		
Valid Publication Audit Report submitted	Yes	Yes	Yes			Yes	Yes	Yes		
<b>Pricing up to page 5</b>										
1/8 page	\$325.00	\$340.00	\$340.00	0%	5%	\$200.00	\$200.00	\$200.00	0%	0%
1/5 page	\$435.00	\$456.00	\$456.00	0%	5%	N/A	N/A	N/A	0%	0%
1/4 page	\$546.00	\$573.00	\$573.00	0%	5%	\$400.00	\$400.00	\$400.00	0%	0%
1/2 page	\$1,060.00	\$1,110.00	\$1,110.00	0%	5%	\$800.00	\$800.00	\$800.00	0%	0%
Full page	\$1,888.00	\$1,982.00	\$1,982.00	0%	5%	\$1,600.00	\$1,600.00	\$1,600.00	0%	0%
<b>Pricing after page 5</b>										
1/8 page	\$325.00	\$340.00	\$340.00	0%	5%	\$200.00	\$200.00	\$200.00	0%	0%
1/5 page	\$435.00	\$456.00	\$456.00	0%	5%	N/A	N/A	N/A	0%	0%
1/4 page	\$546.00	\$573.00	\$573.00	0%	5%	\$400.00	\$400.00	\$400.00	0%	0%
1/2 page	\$1,060.00	\$1,110.00	\$1,110.00	0%	5%	\$800.00	\$800.00	\$800.00	0%	0%
Full page	\$1,888.00	\$1,982.00	\$1,982.00	0%	5%	\$1,600.00	\$1,600.00	\$1,600.00	0%	0%
<b>Schedule of rates/Legal square inch</b>										
Public notices up to page 5 with	\$12.10	\$13.10	\$13.10	0%	8%	\$10.20	\$10.40	\$10.40	0%	2%
Public notices up to page 5 without	\$15.10	\$16.10	\$16.10	0%	7%	\$10.20	\$10.40	\$10.40	0%	2%
Legal/classified ads with	\$9.90	\$10.90	\$10.90	0%	10%	\$10.00	\$10.00	\$10.00	0%	0%
Legal/classified ads without	\$12.90	\$13.90	\$13.90	0%	8%	\$10.00	\$10.00	\$10.00	0%	0%
Display advertising pages 1-5 with	\$12.10	\$13.10	\$13.10	0%	8%	\$10.20	\$10.40	\$10.40	0%	2%
Display advertising pages 1-5 without	\$15.10	\$16.10	\$16.10	0%	7%	\$10.20	\$10.40	\$10.40	0%	2%
Legal display advertising with	\$9.90	\$10.90	\$10.90	0%	10%	\$10.00	\$10.00	\$10.00	0%	0%
Legal display advertising without	\$12.90	\$13.90	\$13.90	0%	8%	\$10.00	\$10.00	\$10.00	0%	0%

with = with digitally transmitted text  
without = without digitally transmitted text

# **Attachment 4**

VERIFIED CIRCULATION AUDIT INFORMATION

Zip Code	City/Area	County	Carrier Deliver - Courier	Controlled Bulk - Courier	Carrier Deliver - Weekly	Controlled Bulk - Weekly	%diff carrier	%diff bulk
90024	Los Angeles	Los Angeles	6,250	0	0	0		
90035	Los Angeles	Los Angeles	800	0	0	0		
90049	Los Angeles	Los Angeles	700	0	0	0		
90067	Century City	Los Angeles	1,800	0	0	0		
90077	Los Angeles	Los Angeles	2,500	0	0	0		
90210	Beverly Hills	Los Angeles	7,700	7,900	6,874	400	Courier 11% higher	Courier 95% higher
90211	Beverly Hills	Los Angeles	3,500	0	2,856	60	Courier 18% higher	Weekly 100% higher
90212	Beverly Hills	Los Angeles	5,500	0	4,270	400	Courier 22% higher	Weekly 100% higher
92264	Palm Springs	Riverside	0	2,000	0	0		
Misc	Assorted	Assorted	0	1,150	0	0		
<b>BH Totals</b>			<b>16,700</b>	<b>7,900</b>	<b>14,000</b>	<b>860</b>	<b>Courier 16% higher</b>	<b>Courier 89% higher</b>
<b>Grand Totals</b>			<b>28,750</b>	<b>11,050</b>	<b>14,000</b>	<b>860</b>	<b>Courier 51% higher</b>	<b>Courier 92% higher</b>

# **Attachment 5**

## BEVERLY HILLS CIRCULATION COST ANALYSIS - 2016

Display Ads	Distribution	1/8 Page	1/5 Page	1/4 Page	1/2 Page	Full Page
BH Courier	24,600	\$ 340	\$ 456	\$ 573	\$ 1,110	\$ 1,982
Cost per Paper	N/A	\$ 0.014	\$ 0.019	\$ 0.023	\$ 0.045	\$ 0.081
BH Weekly	14,860	\$ 200	N/A	\$ 400	\$ 800	\$ 1,600
Cost per Paper	N/A	\$ 0.013	N/A	\$ 0.027	\$ 0.054	\$ 0.108

Legal/Classified Ads	Pub. Notice Digital	Pub. Notice Not Digital	Legal Class. Digital	Legal Class. Not Digital	Display Advert. Digital	Display Advert. Not Digital	Legal Display Advert. Digital	Legal Display Advert. Not Digital
BH Courier	\$13.10	\$16.10	\$10.90	\$13.90	\$13.10	\$16.10	\$10.90	\$13.90
Cost per Paper	\$ 0.00053	\$ 0.00065	\$ 0.00044	\$ 0.00057	\$ 0.00053	\$ 0.00065	\$ 0.00044	\$ 0.00057
BH Weekly	\$10.40	\$10.40	\$10.00	\$10.00	\$10.40	\$10.40	\$10.00	\$10.00
Cost per Paper	\$ 0.00070	\$ 0.00070	\$ 0.00067	\$ 0.00067	\$ 0.00070	\$ 0.00070	\$ 0.00067	\$ 0.00067

**Note: Distribution numbers taken from Circulation Audit Reports in two categories (carrier delivery and controlled bulk) in zip codes 90210, 90211 and 90212. Did not factor in office/restock count.**

Question 1: Which bidder is the low cost winner solely based on these numbers?

**The Weekly has lower costs across the board.**

Question 2: Which bidder is the low cost winner when you factor in the circulation numbers?

**The Courier's Beverly Hills circulation is 40% higher than the Weekly's, and taking the above data into consideration, is more cost effective per newspaper.**

Question 3: What is the percentage between:

a) Carrier Deliver (to zip codes 90210, 90211 and 90212)

**16% higher circulation for the Courier**

b) Other/bulk deliveries (to zip codes 90210, 90211 and 90212)

**89% higher circulation for the Courier**

c) Total (all zip codes)

**63% higher circulation for the Courier**