BID PACKAGE NO. 13-04

CITY OF BEVERLY HILLS
PUBLIC WORKS & TRANSPORTATION - PROJECT ADMINISTRATION
345 FOOTHILL ROAD
BEVERLY HILLS, CALIFORNIA 90210

LEGAL NOTICE - BIDS WANTED

MURAL AT CIVIC CENTER PARKING STRUCTURE

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

SECTION 1: NOTICE INVITING BIDS
SECTION 2: INSTRUCTIONS TO BIDDERS
SECTION 3: SPECIAL CITY REQUIREMENTS
SECTION 4: GENERAL SPECIFICATIONS
SECTION 5: BIDDER'S BID
SECTION 6: SIGNATURE PAGE AND LEGAL STATUS
SECTION 7: ADDITIONAL FORMS

SECTION 1: NOTICE INVITING BIDS

1. **Notice Inviting Bids**

a. **Date of Request: August 30, 2012**

b. **Bid Number: 13-04**

c. **Item Description:** Installation of mural panels on new steel frame attached to existing exterior wall of the parking structure, located at 450 N. Rexford Drive, Beverly Hills, California 90210.

d. **Obtaining Bid Documents:** A copy of the Bid Package may be obtained by mail or in person from the Department of Public Works & Transportation - Project Administration, 345 Foothill Road, Beverly Hills, CA 90210, telephone number 310-288-2823. The bid package including plans and specifications may also be viewed on, and downloaded from the City's web site: www.beverlyhills.org: shortcuts: doing business, bid information, current project administration capital project bids: bid number 13-04.

e. **Bid Opening: Thursday – September 20, 2012 at 2:00 p.m.**

f. **Due Date and Location for Submittals:** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the City Clerk's Office, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted: **BID PACKAGE 13-04: MURAL AT CIVIC CENTER PARKING STRUCTURE**

g. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid California Contractor's License Class B-1 or other appropriate license classification under the State Contracting Code at the time the contract is bid. Failure to possess such license may render the bid non responsive and bar the award of the contract to that non responsive Bidder.

h. **Liquidated Damages:** Not required

i. **Prevailing Wages: I**n accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor 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." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

j. **Prebid Conference Date and Location:** Thursday, September 6, 2012 at 10:30 A.M. Civic Center Parking Structure, located at 450 N. Rexford Dr. Beverly Hills 90210.

k. **Bid Security:** Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BEVERLY HILLS. Bid bonds must be issued by a bonding company licensed to do business in the State of California. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable. The City shall return the bid security checks of unsuccessful bidders to them when the successful bidder ("Contractor") enters into the Contract with the City.

l. **Payment Bond and Performance Bond:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

m. **Insurance:** Upon award of contract, contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City. The certificates shall be on the City's standard proof of insurance form.

n. **Time of Completion**: The contractual completion time shall be 60 calendar days from the date of the Notice To Proceed.

o. **Retention:** In accordance with the contract, five percent (5%) of any progress payment will be withheld as retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the contract for further clarification.

p. **Contact Person:** A bidder or potential bidder who has a procedural question may call Julio Guererro at telephone number 310-288-2823. A substantive question must be submitted in writing and a copy of that question plus a written response to it will be emailed or mailed to all parties who have obtained a bid package.

THE CITY OF BEVERLY HILLS RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION 2: INSTRUCTIONS TO BIDDERS

2. **Instructions to Bidders**

a. **General Bid Requirements**. To be considered, a bidder must follow the format for bids presented in this document. Bids must be binding and firm. Any bid may be withdrawn before Bid Opening but no proposal may be withdrawn after Bid Opening.

b. **Bid Security.** Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BEVERLY HILLS. Bid bonds must be issued by a bonding company licensed to do business in the State of California. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable. The City shall return the bid security checks of unsuccessful bidders to them when the successful bidder ("Contractor") enters into the Contract with the City.

c. **Bidder Must Make Thorough Investigation**. It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Bidders shall have no claim against the City based upon ignorance of the nature or requirements of the project, misapprehension of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents shall not be cause to alter any term of the Contract or provide valid grounds for the Contractor to seek additional compensation.

d. **Acceptance of Conditions**. By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

(1) All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the City;

(2) Either before or after Bid Opening, the City may require whatever evidence it deems necessary relative to the bidder's financial stability and ability to complete this project;

(3) The City reserves the right to request further information from a bidder, either in writing or orally, to establish any stated qualifications.

(4) The City reserves the right, in its sole discretion, to judge a bidder's representations and to determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. A bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding and conclusive.

(5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, cancel or delay the bid opening at any time.

(6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

e. **Registration and Qualifications of Contractors**. Before submitting bids, contractors shall be licensed in accordance with Business and Professions Code Section 7000 et. seq., and each contractor shall insert its license number on its bid.

In submitting its bid, contractor warrants that it has work experience comparable to that which is to be performed. Prior to award of a Contract, City may request of any bidder, a statement setting forth its work experience of a nature comparable to that which is to be performed. That statement shall describe the work performed during the period three (3) years immediately preceding the date of the statement, and shall give the owner, location, and contract price of all such work, together with the dates of beginning and completing that work.

This statement of experience shall be submitted within seven (7) calendar days after the City's notification to so submit. Failure to submit an adequate statement may result in rejection of the bid as non responsive.

Any bidder not licensed at the time of award of the contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

f. **Truth and Accuracy of Representation**. False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for rejection of a bid or a bidder.

g. **Withdrawal of Proposals**. A bidder may withdraw a proposal at any time prior to bid opening; no bid may be withdrawn after bid opening.

h. **City Changes to the Bid Documents**. The City reserves the right to change any part of the Bid Package any time prior to the bid opening. Any changes shall be in the form of addenda which shall become a part of the bid documents and the Contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of any addendum may result in that bid being rejected as non-responsive. If the City determines that a time extension is required for the submission of the bid, an addendum will give the new bid opening date.

i. **Notice Regarding Disclosure of Contents of Bids**. All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is nonetheless required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for disclosure of any such records or part thereof.

j. **Warranties, Guarantees and Manufacturer's Specifications**. If applicable, bidder shall state the nature and period of any warranty or guarantee. If applicable, manufacturer's specifications shall be submitted with the bid and shall be considered a part of the Contract for the bidder who is awarded the Contract and where the specifications meet the minimum requirements of the Contract.

k. **Award of Bid and Determination of Responsiveness**. The City shall determine the bidder to whom the Contract shall be awarded. In making this determination, the City shall consider (in no particular order):

(1) The cost to the City;

(2) The quality of the material offered;

(3) The ability, capacity and skill of the bidder to perform the Contract or provide the material or services;

(4) Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

(5) The sufficiency of the bidder's financial resources and the effect thereof on its ability to perform the Contract or provide the material or services;

(6) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(7) The quality and timeliness of the bidder's performance on previous purchase orders or contracts with the City;

(8) Litigation by the bidder on previous purchase orders or contracts with the City;

(9) The ability of the bidder to provide future maintenance and service where such maintenance and service are essential;

The City reserves the right to be the sole and exclusive judge of quality, compliance with bid requirements, and all other matters pertaining to this bid.

l. **Prompt Payment Discounts**. Prompt payment discounts shall be considered in evaluating bids, except that payment periods shorter than thirty (30) days will not be considered. Where discounts are offered, the period for calculation of the discount shall begin with the invoice date or its date of delivery to the City, whichever is later.

m. **Bids Other than "Lump Sum" Bids**. 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 its best interests.

n. **Prices in Bid**. Prices quoted in the bid must be firm for a period of not less than ninety (90) days after the Bid Opening.

o. **Assignment and Subcontracting**. The Contractor shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City shall neither relieve the Contractor from its obligations nor change any term of the Contract.

p. **Errors and Omissions**. Bidders shall not be allowed to take advantage of any errors or omissions in these Bid Documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.

q. **Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees**. Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

r. **Taxes**. The price bid shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL CITY REQUIREMENTS

3. **Special City Requirements.** All forms (and their instructions) which a bidder must complete to establish compliance with City requirements should be considered an integral part of the Specifications, and failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that bid or that bidder.

a. **Fair Employment Practices/Equal Opportunity Acts.** In the performance of any services described in this Bid Package, Contractor and every supplier of materials and services shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

b. **Affidavit of Non-Collusion by Contractor**. The City requires that each bidder complete, execute and submit to the City with its bid the Affidavit of Non-Collusion included in the Bid Package.

c. **Requirement for Acceptance of Sureties**.

(1) The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

(2) There must be on file with the City Clerk of the City of Beverly Hills or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

d. **Security Clearance of the Contractor.** Contractor and employees who perform work on this project will be required to where an identification badge at all times while on City property.

e. **Contract Allowance:** Contractor shall include the Bid Allowance(s) stated in Appendix B, Scope of Work.

f. **Rubbish Removal in the City:** One rubbish removal company is allowed to operate within the City, as noted in Appendix B, “Scope of Work”.

SECTION 4: GENERAL SPECIFICATIONS

4. **General Specifications**

a. **Sample Contract**. A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached hereto as Appendix A and by this reference incorporated herein and made a part of these General Specifications.

b. **Scope of Work**. The Scope of Work shall be as described and in accordance with the specifications set forth in Appendix B hereto, and by reference, incorporated herein.

c. **Bid Proposal Quantities**. The quantities contained in the Bid Package are approximate only, and are for the sole purpose of comparing bids. The City may order more or less Work or material, as necessary, in the City's sole discretion. Payment will be made for the amount of Work or material actually provided, as determined by the City and accepted at the unit or lump sum prices noted in the bid, where applicable, and those prices shall govern.

d. **Standard Specifications**. In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done in accordance with the provisions of the most current edition of "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these General Specifications shall apply and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

e. **Subcontracts**. In addition to the information to be listed by the bidder with its bid pursuant to Section 2-3 of the Standard Specifications, entitled "Subcontracts," the bidder shall provide for each subcontractor listed a brief description of the Work and the dollar value of the Work to be subcontracted. After bids have been received, the written consent of the City is required to make any change in subcontractors.

f. **Meaning of Amount of Bid**. Except where otherwise provided, all costs to perform the entirety of the Work, including all costs required for repair or replacement of existing improvements damaged, injured or removed as a result of the Work, shall be reflected in the unit or lump sum prices stated in the bidder's bid. If no specific unit or lump sum line item is required to be bid for a specific item of Work, then all costs related to that item shall be incorporated into the unit or lump sum prices provided for all other items. The total price of the bid is to be interpreted as the total price of all Work required under the Contract, <u>whether or not there is a specific line item identifying a particular item of Work</u>.

g. **Compliance with Labor Laws**. Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of the City of Beverly Hills and is available for inspection and reference during regular business hours. Contractor shall submit with bid, on a form provided in Section 7, a statement acknowledging obligation to comply with California Labor Law requirements.

h. **Contract Bonds**. The bidder to whom a Contract is awarded shall file with the City a Payment (Labor and Materials) Bond in a form acceptable to the City in the amount of 100% of the Contract Price before execution of the Contract. The bidder to whom a Contract is awarded shall file with the City a Performance (Completion) Bond in a form acceptable to the City in the amount of 100% of the Contract Price before execution of the Contract. The term "Contract Price" shall be deemed to mean the total Contract "not to exceed" amount consisting of the base bid stated in the Bidder's Bid plus all additional amounts provided for adjustments to the estimated quantities contained in the Bidder's Bid and for extra Work covered by approved Change Orders, if any.

i. **Liability Insurance**. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than $2,000,000 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) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than $1,000,000 per accident.

(4) **Evidence of Coverage**:

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) 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.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retention's shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retention's as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

j. **Indemnification**. The Contractor shall indemnify, defend, and hold harmless the City, including its officers, agents, servants and employees, from any and all costs, claims, liabilities, damages, or expenses, including, without limitation, costs of suit and reasonable attorney fees, arising out of the operations, acts or omissions of the Contractor, its agents, servants, subcontractors or employees.

k. **Materials and Workmanship**. The City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of the City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

All Work must be approved by the City. For unsatisfactory Work not corrected, the City may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at Contractor's cost and expense or perform the corrective Work with City personnel and deduct all costs so incurred by the City from moneys owed to the Contractor.

l. **License and Permits**. Except as provided herein below, the Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Contract will be waived. [NOTE: All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.] For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.

m. **Payment**. The Payment Provisions are provided in Appendix C hereto, and by this reference they are incorporated herein.

n. **Changes to the Work**. City may by written notice initiate any change within the scope of the Contract. If Contractor desires to make any change, Contractor must submit a written request for that change to the City, but Contractor may make that change only upon written order of the City. A corresponding equitable change in the Contract Price of this Contract will be made for each change ordered.

o. **Termination of Work**.

(1) **For Cause**. Upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause, without any prior notification to Contractor.

(2) **Without Cause**. City may terminate the Work or any part thereof upon five (5) days prior notice to Contractor.

(3) **Payment**. Upon termination of the Contract in whole or in part, City shall pay Contractor, subject to all provisions of the Contract for retention of funds, for all Work completed prior to the date of termination.

p. **Resolution of Claims and Disputes.** Public Contract Code Sections 20104 et seq. apply to this contract. Those Public Contract Code Sections are attached hereto as Exhibit I. In any arbitration to resolve a dispute relating to or arising out of this contract, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the parties otherwise agree, findings of fact and conclusions of law.

q. **Assignment of Unfair Business Practices.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or a subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

r. **Safety and Protection of Workers.** Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(1) The Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

(2) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

(3) In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 5: BIDDER'S BID

5. **Bidder's Bid**. The Bidder's Bid Form is provided in Appendix D hereto, and by this reference it is incorporated herein. This form must be completed by the bidder and submitted to the City as described in Section 1 above.

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status**. The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder: Please check the appropriate box

A. Corporation ___ ; State of Incorporation _____ ;

B. Partnership ___ ; List Names _____

_____

C. DBA ___ ; State full name _____ DBA

_____

_____

D. Other ___ ; Explain _____

_____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone ( )_____

Signed this _____ day of _____200_

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	**BIDDER'S INITIALS**
_____	_____
_____	_____
_____	_____

SECTION 7: ADDITIONAL FORMS

7. **Additional Forms**

   a. Experience Form
   b. Affidavit of Non-Collusion
   c. Statement Acknowledging Obligation To Comply With California Labor Laws
   d. Bid Bond
   e. Faithful Performance Bond
   f. Payment Bond
   g. Certificate of Insurance
   h. Bidder's Check List

EXPERIENCE FORM

Bidders must complete the following Experience Form and submit all required information. **Bidder's failure to fully complete the form or to adequately respond to the questions will render the bid non-responsive and are grounds for rejection by the City Council.**

Bidders shall have experience in installation of mural panels for public facilities that are comparable to the work specified by this bid package, such as governmental, municipal or university facilities. City shall determine, in its sole discretion, what constitutes comparable projects. **Bidder's failure to meet the minimum specific qualifications required herein and accurately represent bidder's past project experience will render the bid non-responsive and are grounds for rejection by the City Council.**

LICENSING

1) List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.

State: _____
Category: _____
License: _____
Class: _____

GENERAL EXPERIENCE

2) List the categories of work that your organization normally performs with its own forces.

   i) Trades: _____
   _____
   _____

3) Claims and Suits: (if the answer to any of the questions below is yes, attach details)

   i) Has your organization ever failed to complete any work awarded to it? _____

   ii) Are there any judgment, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____

   iii) Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? _____

   iv) Has your organization ever been cited for violation in complying with the Prevailing Wage requirements? _____

4) Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, attach details)

5) On a separate sheet, list the major roofing projects your organization has in progress, giving the name of project, owner, contract amount, percent complete and scheduled completion date.

   i) State total worth of work in progress and under contract: _____

6) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization.

SPECIFIC QUALIFICATIONS

7) Within the last five years, list at least three projects your organization has completed involving public facilities, which include similar trade categories. On a separate sheet, provide the following project information for the projects listed:

   (a) Project owner (municipal or governmental agency)
   (b) Owner's representative (current contact information including phone number)
   (c) Original contract amount
   (d) Final contract amount (including all change orders)
   (e) Contract start date (Notice to Proceed)
   (f) Final date of completion
   (g) List of similar trade categories

   Project i)_____

   Project ii) _____

   Project iii) _____

REFERENCES

8) Trade references: (provide on a separate sheet)

9) Bank references: (provide on a separate sheet)

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California)

) ss.

County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
NAME

_____
TITLE

_____
DATE

STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars ($50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California Labor Code Sections 1860 and 3700, provide that every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: _____ Signature: _____

BID BOND

WHEREAS, _____ , hereinafter "Principal," has submitted a bid to the City of Beverly Hills (hereinafter, "City") for the **MURAL AT CIVIC CENTER PARKING STRUCTURE PROJECT.**

AND WHEREAS, said Principal is required to furnish a bond in connection with said bid, to ensure that the Principal will enter into a contract with the City;

NOW, THEREFORE, we, the Principal and _____ , as Surety, are held firmly bound unto the City in the sum of _ _____ _____Dollars ($_____), this amount being not less than ten percent (10%) of the Bid Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal is awarded a Contract by said City and, within the time and in the manner required in the Contract Documents for said project, enters into the written form of Agreement bound with said Contract Documents and furnishes the required bonds and insurance, and performs all other obligations prerequisite to signing the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____ 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal _____

By _____

Surety _____

By _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Beverly Hills, hereinafter "City", has awarded to

_____

hereinafter designated as "Principal", a Contract for the **MURAL AT CIVIC CENTER PARKING STRUCTURE:**

_____

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, the undersigned Principal, and _____ , as Surety, are held and firmly bound unto the City in the sum of:

_____Dollars ($ _____), this amount being not less than one hundred percent (100%) of the total Contract Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, the Surety shall pay all court costs and reasonable attorneys' fees to the City in an amount fixed by the court.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder. Surety hereby waives the provisions of California Civil Code § 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

DATED: _____

"PRINCIPAL"	"SURETY"
_____	_____
_____	_____
BY: _____ Its	BY: _____ Its
BY: _____ Its	BY: _____ Its
{ SEAL }	{ SEAL }

NOTE: THIS BOND MUST BE EXECUTED IN DUPLICATE AND DATED. ALL SIGNATURES MUST BE NOTARIZED, AND EVIDENCE OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT MUST BE ATTACHED.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Beverly Hills, hereinafter "City", has awarded to

_____ ,
hereinafter designated as "Principal," a Contract for the **MURAL AT CIVIC CENTER PARKING STRUCTURE:**

_____

WHEREAS, said Principal is required under the terms of the Contract and the California Civil Code, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Principal, and _____, ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of:
_____ Dollars ($ _____),
this amount being not less than one hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Section 3181, of the California Civil Code, or any amounts due under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, the above obligation shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or other assigns in any suit brought upon the bond.

In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees in an amount to be fixed by the court.

FURTHER the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or modification of the Contract Documents or to the work or specifications thereunder. Surety hereby waives the provisions of California Civil Code § 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

DATE: _____

"PRINCIPAL"	"SURETY"
_____	_____
_____	_____
BY: _____	BY: _____
Its	Its
BY: _____	BY: _____
Its	Its
{ SEAL }	{ SEAL }

NOTE: THIS BOND MUST BE EXECUTED IN DUPLICATE AND DATED. ALL SIGNATURES MUST BE NOTARIZED, AND EVIDENCE OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT MUST BE ATTACHED.

CERTIFICATE OF INSURANCE

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

NAMED INSURED (CONTRACTOR)

ADDRESS

COMPANIES AFFORDING COVERAGE
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:

MURAL AT CIVIC CENTER PARKING STRUCTURE

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 of 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 on 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 _____

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1. **BID**

   Signed by Bidder

2. **BID BOND**

   Enclosed _____

3. **AFFIDAVIT OF NONCOLLUSION**

   Enclosed _____

   Signed by Bidder

4. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

   Enclosed _____

   Signed by Bidder

5. **SECTION 6: SIGNATURE AND LEGAL STATUS**

   Enclosed _____

   Signed by Bidder

6. **SECTION 7: EXPERIENCE FORM**

   Enclosed _____

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

EXHIBIT I

Public Contract Code

ARTICLE 1.5. RESOLUTION OF CONSTRUCTION CLAIMS

§20104:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arises between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans and specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§20104.2:

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time a claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§20104.4:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§20104.6:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

§20104.8:

(a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1991, and January 1, 1994, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

APPENDIX A

FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and _____, a corporation, whose address is _____.

In consideration of the agreements herein contained, the parties agree as follows:

1. WORK TO BE PERFORMED. Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

MURAL AT CIVIC CENTER PARKING STRUCTURE

Item Description: Installation of mural panels on new steel frame attached to existing exterior wall of the parking structure.

2. CONTRACT DOCUMENTS. This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

SECTION 1: NOTICE INVITING BIDS
SECTION 2: INSTRUCTIONS TO BIDDERS
SECTION 3: SPECIAL CITY REQUIREMENTS
SECTION 4: GENERAL SPECIFICATIONS
SECTION 7: ADDITIONAL FORMS
APPENDIX B: SCOPE OF WORK
APPENDIX C: PAYMENT PROCEDURES
APPENDIX D: BID FORM
APPENDIX E: TECHNICAL SPECIFICATIONS

as contained in City's Bid Document for Bid No. 13-04, dated August 8, 2012 and

SECTION 5: BIDDER'S BID
SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

of Contractor's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. PERFORMANCE PERIOD. Contractor shall commence Work after execution of the Contract, and shall complete all Work in 60 calendar days from the date of Notice To Proceed as set forth in the Contract Documents.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of _____ _____Dollars ($_____), payable as provided in the Contract Documents.

5. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

DATED: _____

CITY OF BEVERLY HILLS
"City"

_____
WILLIAM W. BRIEN M.D.
Mayor

ATTEST:

_____
BYRON POPE
City Clerk

APPROVED TO FORM:

_____
LAURENCE S. WIENER
City Attorney

DATED: _____

"Contractor"

By: _____

By: _____

APPROVED AS TO CONTENT:

_____
JEFFREY KOLIN
City Manager

_____
DAVID D. GUSTAVSON
Director of Public Works & Transportation

_____
ALAN SCHNEIDER
Director of Project Administration

_____
KARL KIRKMAN
Risk Manager

APPENDIX B

SCOPE OF WORK

1.0 SCOPE OF WORK

1.1 Scope of Work shall be as described herein.

1.2 The scope of work includes:

General Description: Upgrade of the existing air conditioning units in the data center of the Information Technology Department, located at 444 N. Rexford Drive (Beverly Hills Library), Beverly Hills in accordance with plans and specifications prepared by RTK Architects.

1.4 Bid Alternates:

1.4.1 Alternate #1: Mural restoration with mosaic pieces at all panels joints in lieu of painted caulked joints shall be included in this alternate as Bid Allowance #2.

1.5 Bid Allowances:

1.5.1 Allowance #1: Provide under this Bid Allowance installation of the mosaic mural panels (34 total), new marble frame on all sides, caulking at mural joints, stainless steel bent plates (as shown on Drawing A-2.0), stainless steel clip angles, and stainless steel pins/dowels for a complete installation. Pick up and delivery of mural panels shall be included in this allowance from:

Carnevale and Lohr, Inc. (attention: Louie Carnevale)
6521 Clara Street, Bell Gardens, CA 90201
Tel: (562) 927-8311

1.6 Unit Prices: none

2.0 SCHEDULE OF WORK – CONSTRUCTION PHASES

2.1 Work shall be completed within the contract completion period specified herein from the date of Notice to Proceed:
Base Bid Work: 60 Calendar Days

3.0 SPECIAL CONDITIONS

3.1 The operations of the City's Civic Center Parking Structure will remain throughout the construction period. Unless otherwise authorized by the City, the facilities will be available to the contractor Monday - Friday, 8:00 AM - 5:00 PM. The Facilities shall be ready for normal operations by the end of each work shift.

3.2 Activities which create noise, vibration, fumes or similar disruptions which are, in the opinion of the Owner's Representative, detrimental to the normal operations of the facility shall only be performed as approved in advance by the Owner's Representative.

3.3 Contractor shall control the conduct of its employees so as to prevent unwanted interaction with the owner's staff, public or other individuals except those associated with the project

3.4 Storage will be limited to the project area.

3.5 Contractor shall provide all temporary structures, measures, apparatus and services required to prosecute the Work of this bid package.

3.6 All utility service and building system connections or required interruptions shall be coordinated in advance with the Owner's Representative.

3.7 Upon award of Contract, Contractor shall submit an itemized schedule of values in a format acceptable to the Owner's Representative.

3.8 Contractor may submit a letter upon award of contract certifying its intent to provide the specified materials/products/equipmetn and provide record submittals after materials/products/equipment orders have been placed.

3.9 **Contractor shall have a competent representative on the Project site at all times Work is in progress.** Communication given to the representative shall be binding as if given to the contractor. Contractor shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the Owner's

3.10 Rubbish, debris, waste, dust or surplus materials shall not be allowed to accumulate and shall be removed continuously and disposed of by the Contractor as the work progresses. The owner may elect if required, upon written notice to the Contractor, to perform cleanup, the cost for which will be deducted from the Contract amount. Only one rubbish removal company is allowed to operate within the City. Their contact information may be obtained from the City's Commercial Solid Waste Division at 310-288-2806.

3.11 Contractor shall submit schedule information to the Owner's Representative for the project with updates as work progresses on the project.

3.12 Contractor shall submit as-built drawings, warranties and service manuals upon completion of the work.

4.0 BID PACKAGE DESCRIPTION

CONSTRUCTION DOCUMENTS

Sheet Index

ARCHITECTURAL

A-0.0 Cover Sheet, Site Plan
A-1.0 Partial Plan / Elevation / Framing Elevation
A-2.0 Details

STRUCTURAL

S-1.01 Structural Framing / Section & Elevation
S-1.02 Sections and Details

APPENDIX C

PAYMENT PROCEDURES

1.0 PROGRESS PAYMENTS

1.1 Based upon Applications for Payment submitted to the City, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below.

1.2 The period covered by each Application for Payment shall be one calendar month.

1.3 City shall make payment to the Contractor within thirty (30) days after receipt of a proper Application for Payment.

1.4 Each Application for Payment shall be based upon the approved Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire Contract Sum among the Various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as may be required.

1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for payment.

1.6 The amount of each progress payment shall be computed as follows:

1.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retention of five percent (5%).

1.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing), less retention of five percent (5%).

1.6.3 Subtract the aggregate of previous payments made by the City.

1.7 Reduction or limitation of retainage, if any, shall be upon written request by the Contractor. The City, at its discretion, may reduce the total retention withheld or release retention for a specific item of work where extended withholding of retention is not warranted.

1.8 Securities may be provided in lieu of retainage as follows:

1.8.1 At the request and expense of the Contractor, upon execution of a proper escrow agreement, securities equivalent to the amount withheld shall be deposited with the public agency as the escrow agent, or with a state or federally chartered bank as the escrow agent, and the public agency shall then pay such monies to the Contractor.

1.8.2 Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

1.8.3 Securities eligible for investment under this section shall include those listed in Section 16430 of Government Code, bank or savings and loan certificates of deposit, interest bearing demand

deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

1.8.4 The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

1.8.5 The escrow agreement to be used hereunder is attached hereto.

2.0 FINAL PAYMENT

2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as agreed to between the City and the Contractor; and (2) a final Certificate for Payment has been submitted by the Contractor and approved by the City; and (3) the work has been accepted by the City Council of the City of Beverly Hills; and (4) a Notice of Completion has been filed. Final payment shall be made by the City not more than forty (40) days after completion of the above, but only to the extent that no stop notices or other requirements to withhold funds are then in effect.

ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ (hereinafter called "City"), _____whose address is _____ (hereinafter called "Contractor"), and _____ whose address is _____ , (hereinafter called "Escrow Agent").

For consideration as hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

(1)Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for ___ _____in the amount of _____,dated(hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow agent shall notify City within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between City and Contractor. Securities shall be held in the name of _____, and shall designate Contractor as the beneficial owner.

(2) _____ City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payment pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.

(3) Alternatively, City may make payments directly to Escrow Agent in the amount of retention for the benefit of Owner until such time as the escrow created hereunder is terminated.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by Contractor and Escrow Agent.

(5) Interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.

(8) Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from City and Contractor pursuant to Sections (4) to (6), inclusive, of this agreement and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of City, Contractor, and Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

City: _____

Contractor: _____

Escrow Agent: _____

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by the proper officers on the date first set forth above.

City: _____

Contractor: _____

Escrow Agent: _____

APPENDIX D

BID FORM

NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for

MURAL AT CIVIC CENTER PARKING STRUCTURE

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work as specified herein from the date of Notice To Proceed, in strict conformity with the Contract Documents, at prices indicated below.

1.0 TOTAL LUMP SUM BASE BID:

Item Description: Base Bid scope of work shall include installation of mural panels on new steel frame attached to existing exterior wall of the parking structure.

Bidder agrees to provide and install all base bid work as shown on the Drawings and described in the Specifications including General Conditions, licenses, permits, fees, taxes, overhead, bond and insurance for the total lump sum of:

$ _____

Dollars (in words- printed)

$ _____ _____

Dollars (in figures)

NOTE: In the case of any discrepancy between words and figures, the words shall prevail.

2.0 ALTERNATE BIDS

2.1 Bid Alternate #1 - Mural restoration with mosaic pieces at all panels joints in lieu of painted caulked joints shall be included in this alternate as Bid Allowance #2 for the stipulated sum of $53,865.00.

3.0 BID ALLOWANCES

The following allowance shall be included in the Base Bid. The Contractor's profit and overhead shall be included in the Base Bid so that if this allowance is authorized no additional Contractor's profit or overhead shall be included. This allowance cannot be expended without a written directive from the City.

3.1 Bid Allowance #1 - Include the stipulated sum of $159,413.00 for the installation of the mosaic mural panels (34 total), new marble frame on all sides, painted caulking at mural joints, stainless steel bent plates (as shown on Drawing A-2.0), stainless steel clip angles, and stainless steel pins/dowels for a complete installation, including engineering of anchoring system to metal framing, shop drawings, pick up and delivery of mural panels.

4.0 TIME OF PERFORMANCE – Contractor proposes to complete the Work, including the accepted Alternatives, within the calendar days specified in the Bid Package, commencing from the Date of Notice To Proceed.

5.0 DESIGNATION OF SUBCONTRACTORS/SUPPLIERS

In accordance with the "Subletting and Subcontracting Fair Practices Act", Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall list below the dollar amount, name, location and trade of each Subcontractor or Supplier who will perform work, labor, render service or provide and install material and/or equipment to the Contractor in the construction of the Work in an amount *in excess of one-half of one percent (0.5%) of the Contractor's total Bid* (Example: one-half of one percent (0.5%) of a $1,500,000 project is equal to $7,500). Only one Subcontractor for each such trade shall be listed. If the Contractor fails to specify a Subcontractor for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work. For the convenience of the Contractor, rounding-off values to the nearest thousand dollars is permitted.

.....

NOTICE: Penalties for violations of the Subletting and Subcontracting Fair Practices Act will be enforced by the City for failure to list subcontractors as provided by that act.

.....

NOTES:

(1) SUBMISSION PROCEDURES:

a. Upon submission of bid documents: Complete the forms as much as possible, but at a minimum include the Subcontractors/Suppliers name.

b. Incomplete forms turned in upon submission of Bids by Contractors will lead to the Bids of said Contractors being declared non-responsive.

(2) Some of the trades listed may not be providing Work in excess of one-half of one percent (0.5%) of your Bid. In that case, indicate which trade the Work is to be included under.

(3) In all cases, if the Work is to be provided by the General Contractor's (your) forces, indicate this by listing your company name in the space provided for the Subcontractor's name.

(4) In accordance with requirements above, Contractor shall use the following form to list the Subcontractors or Suppliers:

DESIGNATION OF SUBCONTRACTORS/SUPPLIER FORM

CSI	TRADE	SUBCONTRACTORS/ SUPPLIERS NAME	LICENSE #

Respectively submitted,

_____