



## BID DOCUMENT

CITY OF BEVERLY HILLS  
CITY CLERK'S OFFICE  
455 NORTH REXFORD DRIVE BEVERLY HILLS, CALIFORNIA 90210  
CITYCLERK@BEVERLYHILLS.ORG  
(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)\*\*\***

Proposals should be sent by e-mail to [CityClerk@beverlyhills.org](mailto:CityClerk@beverlyhills.org) on or before **5:00 p.m. Pacific Standard Time, on Tuesday, June 23, 2020** at which time they will be opened 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:** June 2, 2020  
**Bid Number:** RFB-20-070-01  
**Item Description:** Advertising and Notices  
**Bid Opening:** Tuesday, June 23, 2020 @ 5:00 pm

All bids must be e-mailed by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. E-mailed bids must contain an original signature by an authorized officer of the company.

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 A bidder's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening.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

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 Huma Ahmed, 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 (or "Vendor") 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, 2020 through June 30, 2021 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, or other font size acceptable to the City.
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) 1/4 page
    - (3) 1/2 page
    - (4) full page
  - c. Display advertising pages 6 through first page of classifieds for:
    - (1) 1/8th page
    - (2) 1/4 page
    - (3) 1/2 page
    - (4) full page

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

9. All bidders shall furnish a verified circulation audit **completed within the last twelve (12) months**, except that any bidders who submitted a verified circulation audit to the City of Beverly Hills in connection with a previous bid need not furnish a new circulation audit if the previously submitted audit was **completed within the twenty four (24) months prior to the Date of Request of this Request for Bids.**
10. All bidders shall furnish a valid certificate of adjudication.
11. All bidders shall include the bidder's deadline (day of week and time) for publication of notices/advertising.
12. The successful bidder shall provide one affidavit of publication within two weeks of each publication.
13. The successful bidder shall pick up the notice/advertising copy from City or accept fax or digital transmission of the copy from City, and **provide a proof prior to publication for City to review for accuracy.**

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

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

**SCHEDULE OF RATES**

<u>ITEM</u>	<u>ARTICLE</u>	<u>PRICE PER LEGAL SQUARE INCH*</u>	<u>PRICE PER COLUMN INCH</u>
		\$ _____ (with digitally transmitted text)	\$ _____ (with digitally transmitted text)
		\$ _____ (without 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, 1/5 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)	\$ _____ (with digitally transmitted text)
		\$ _____ (without digitally transmitted text)	\$ _____ (without digitally transmitted text)

\$ _____ (with digitally transmitted text)	\$ _____ (with digitally transmitted text)
\$ _____ (without 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, 1/5 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)	\$ _____ (with digitally transmitted text)
	\$ _____ (without digitally transmitted text)	\$ _____ (without digitally transmitted text)

Display Advertising in modular form shall be provided at the following rates on request by City:

	Black and White	Color
1/8 page:	\$ _____	\$ _____
1/4 page:	\$ _____	\$ _____
1/2 page:	\$ _____	\$ _____
Full page:	\$ _____	\$ _____

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

- Yes
- No

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

**Tier 1** – Number of publications distributed to Beverly Hills residents weekly: \_\_\_\_\_

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

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

**PRICING**

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



the rates it charges for advertising. City shall have the right to audit Vendor's business records as provided in Section 12 of Attachment A.

1. Deadline \_\_\_\_\_ for Publishing \_\_\_\_\_.  
(day and time) (day)

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

Exceptions or Deviations attached \_\_\_ **YES** \_\_\_ **NO**

Company Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Person submitting bid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TAX**

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

**ACCEPTANCE OF PROPOSAL**

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

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

**EXCEPTIONS**

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

**INSURANCE**

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

***All insurance coverages shall be provided by insurers with a rating of A+; 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

<b>3</b>	all certificates of insurance must remain <u>current</u> 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:

---

---

---

---

---

---

---

---

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PLEASE RETURN BY E-MAIL TO:**

**ATTACHMENT A**

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: Huma Ahmed, City Clerk

COMMENCEMENT DATE: July 1, 2020

TERMINATION DATE: June 30, 2021

CONSIDERATION: Based on the item costs set forth in Exhibit B-1, attached hereto and incorporated herein

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 A+;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 general liability and vehicle liability insurance shall contain an endorsement naming the CITY as an additional insured.

(i) VENDOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required

under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) 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.

(k) 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.

(l) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against VENDOR and its insurance carriers.

Section 9. Indemnification.

(a) 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, attorney's 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.

(b) All duties of VENDOR shall survive termination or expiration of the 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. 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 \_\_\_\_\_, 2020, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
LESTER J. FRIEDMAN  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
HUMA AHMED  
City Clerk

VENDOR:

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

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
HUMA AHMED  
City Clerk

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
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 :

serif= Times New Roman eight point font  
san serif =Arial seven point font

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 Standard 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>
		\$ _____ (with digitally transmitted text)	\$ _____ (with digitally transmitted text)
		\$ _____ (without digitally transmitted text)	\$ _____ (without digitally transmitted text)
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)	\$ _____ (with digitally transmitted text)
		\$ _____ (without digitally transmitted text)	\$ _____ (without digitally transmitted text)
		\$ _____ (with digitally transmitted text)	\$ _____ (with digitally transmitted text)
		\$ _____ (without digitally transmitted text)	\$ _____ (without digitally transmitted text)
4.	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)	\$ _____ (with digitally transmitted text)
		\$ _____ (without digitally transmitted text)	\$ _____ (without digitally transmitted text)

Display Advertising in modular form shall be provided at the following rates on request by CITY:

	Black and White	Color
1/8 page:	\$ _____	\$ _____
1/4 page:	\$ _____	\$ _____
1/2 page:	\$ _____	\$ _____
Full page:	\$ _____	\$ _____

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 undisputed billing within thirty (30) days of receipt of the itemized statement and affidavits of publication.

EXHIBIT C

**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		AGGREGATE
				B.I.	P.D.	
		AUTOMOBILE LIABILITY [ ]				
		GENERAL LIABILITY [ ]				
		PRODUCTS /COMPLETED OPERATIONS [ ]				
		BLANKET CONTRACTUAL [ ]				
		CONTRACTOR'S PROTECTIVE [ ]				
		PERSONAL INJURY [ ]				
		OTHER [ ]				
		EXCESS LIABILITY [ ]				
		WORKERS' COMPENSATION [ ]				

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

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

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

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

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

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

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

Authorized Insurance Representative

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

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

\_\_\_\_\_

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



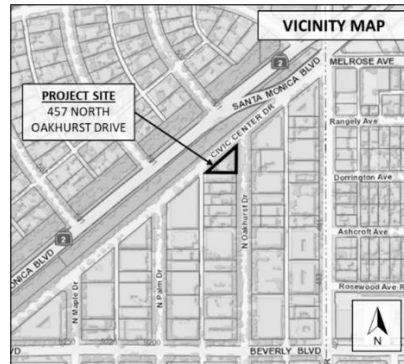
EXHIBIT D  
CIRCULATION AREA

**ATTACHMENT B**

## EXHIBIT A

**NOTICE OF PUBLIC HEARING**

**DATE:** Thursday, May 28, 2020  
**TIME:** 1:30 PM, or as soon thereafter  
as the matter may be heard  
**LOCATION:** Meeting to be conducted via  
teleconference as described  
below  
**PROJECT ADDRESS:** **457 North Oakhurst Drive**  
(Cross Street: Civic Center Drive)



The Planning Commission of the City of Beverly Hills, at its REGULAR meeting on Thursday, May 28, 2020, will hold a public hearing beginning at **1:30 PM**, or as soon thereafter as the matter may be heard to consider the following:

A request for a Development Plan Review, R-4 Permit, Variances, and Tentative Tract Map associated with the construction of a new six-unit condominium building (the “Project”) at the subject property located at 457 North Oakhurst Drive. The project site is an 8,161 square-foot triangular lot located in the R-4 Multiple Residential Zone. The following entitlements are required for the Project:

**Development Plan Review (DPR).** A DPR request pursuant to Beverly Hills Municipal Code (BHMC) §10-3-3100 to allow the construction of a new five-story condominium building with six dwelling units. The building is proposed at a height of 55’ includes rooftop uses consisting of outdoor recreational space for tenants and rooftop bathrooms. The total height of the Project, with the height of the rooftop bathroom and stairwells included, is proposed at 66’-10” in height. Parking for the development is proposed within a one-level subterranean parking garage for 21 vehicles accessed from North Oakhurst Drive.

**Tentative Tract Map.** Pursuant to BHMC § 10-2-202, a request for a Tentative Tract Map was filed with the Planning Official and is being processed in accordance with the Subdivision Map Act of the State. The Tentative Tract Map associated with this Project will be reviewed by the Planning Commission, pursuant to BHMC §10-2-204.

**R-4 Permit (Modulation).** An R-4 Permit request pursuant to BHMC §§10-3-2806.D and 10-3-2850 to allow for a reduction in the required building modulation depth. The Project proposes to reduce the modulation depth from the required 10’ to 6’-3”.

**R-4 Permit (Rooftop Bathroom).** An R-4 Permit request pursuant to BHMC §§10-3-2804.B and 10-3-2850 to allow for rooftop bathrooms to exceed the height limit of a building. The Project includes two adjacent rooftop bathrooms that are proposed at a height of 10', as measure from the roof deck.

**Variance (Street Side Setback).** A Variance request pursuant to BHMC §10-3-3700 to deviate from the required street side setback set forth in BHMC §10-3-2807. The request consists of a reduction in the street side setback along Civic Center Drive, from the required 9' setback to the proposed 5' setback.

**Variance (Rear Setback).** A Variance request pursuant to BHMC §10-3-3700 to deviate from the required rear yard setback set forth in BHMC §10-3-2808. The request consists of a reduction in the rear yard setback along the south side property line, from the required 15' setback to the proposed 5' setback.

**Variance (Parking Stall Dimensions).** A Variance request pursuant to BHMC §10-3-3700 to deviate from the City's parking standards to allow for compact parking stalls to be used to satisfy the Project's parking requirements. The request consists of providing 10 of the 21 required parking stalls for the Project in a compact configuration (7'-6" x 17'-0") in-lieu of providing all parking spaces with standard parking stall dimensions (9'-0" x 19'-0").

**Variance (Tandem Parking).** A Variance request pursuant to BHMC §10-3-3700 to deviate from total number of dwelling units that may satisfy their required parking through the use of tandem parking spaces set forth in BHMC §10-3-2816. The request consists of an increase in the percentage of units that would be allowed to provide the required parking in tandem configuration, from a maximum of 20% (two units) to 100% of the proposed units (six units).

This project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 *et seq.*), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*), and the environmental regulations of the City. Upon review, the project appears to qualify for a Class 3 Categorical Exemption (New Construction or Conversion of Small Structures) in accordance with the requirements of Section 15303 of the state CEQA Guidelines. Accordingly, the Planning Commission will consider a recommendation to find the project exempt from the environmental review requirements of CEQA pursuant to Section 15303.

Pursuant to Executive Order N-25-20, members of the Beverly Hills Planning Commission and staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public can participate by listening to the Meeting at (916) 235-1420 or (888) 468-1195 (participant code 105093) and/or offer comment through email at [commentPC@beverlyhills.org](mailto:commentPC@beverlyhills.org).

Written comments should identify the Agenda Item Number or Topic in the subject line of the email. In order to have written material included in the Commissioners' packet, it must be received no later than 8 calendar days before the date of the Hearing.

Comments will be read into the record, with a maximum allowance of 3 minutes per individual comment (approximately 350 words), subject to the Commission's discretion. It is recommended that written comments be submitted prior to the posted meeting date/time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting, but will not be read into the record.

According to Government Code Section 65009, if you challenge the City's action 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. Please note that any comments received prior to or during the public hearing will be considered as part of the public record.

If there are any questions regarding this notice, please contact **Edgar Arroyo, Associate Planner** in the Planning Division at **(310) 285-1138**, or by email at **earroyo@beverlyhills.org**. Copies of the project plans and associated application materials are on file in the Community Development Department, and can be reviewed by contacting the project planner listed above.

Sincerely:

Edgar Arroyo, Associate Planner



Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1138 (voice) or (310) 285-6881 (TTY). Providing at least forty-eight (48) hours advance notice will help to ensure availability of services. City Hall, including the Council Chamber and Room 280A, is wheelchair accessible. The City Hall Council Chamber and Room 280A are also equipped with audio equipment for the hearing impaired.

## EXHIBIT B

**NOTICE TO BIDDERS**  
for the  
**FOOTHILL WATER TREATMENT PLANT PRE-TREATMENT SYSTEM**  
within the City of  
**BEVERLY HILLS, CALIFORNIA**

**BIDS** - Sealed proposals for the **FOOTHILL WATER TREATMENT PLANT PRE-TREATMENT SYSTEM** at the Department of Public Works building site within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m., on Thursday, May 21, 2020 at the office of the City Clerk of the City of Beverly Hills, located in Room 290 at 455 North Rexford Drive, Beverly Hills, California. Bids will be publicly opened at 2:00 p.m. on the above-mentioned date in the office of the City Clerk at City Hall and award of the contract will be made during a subsequent meeting of the City Council. The public bid opening process may be amended to protect everyone's safety due to the Covid-19 pandemic.

**MANDATORY PRE-BID MEETING – A MANDATORY** virtual pre-bid meeting is scheduled for Tuesday April 28, 2020 at 11:00 a.m. Please click on the link below to join the virtual meeting <https://global.gotomeeting.com/join/320331581>. Following the Pre-Bid Meeting, site tours will be scheduled on April 29 and April 30, 2020, starting at 9:00 am at the Beverly Hills Department of Public Works Building located at 345 Foothill Road Beverly Hills, CA. Bidders who attend the Pre-Bid meeting will be given an assignment to only one of the tours. Every bidder is required to attend the virtual pre-bid meeting, and a site tour is highly recommended but not mandatory. During the mandatory virtual pre-bid meeting, attending Contractors are required to sign in and details of the sign in to be counted as attendance will be communicated during the virtual meeting. Due to the Covid-19 pandemic, the City is working with minimal on-site staff, and wishes to maintain limited contact with bidders for everyone's safety.

**BIDDER'S QUESTIONS** – All questions shall be emailed to **Samer Elayyan at [selayyan@beverlyhills.org](mailto:selayyan@beverlyhills.org)**, by Thursday May 7, 2020, at 5:00 p.m. Any questions submitted after due date and time will not be responded to.

**SCOPE OF THE WORK** - The work to be performed under this contract consists of demolition, architectural, structural, mechanical, electrical, and instrumentation work at the City's Foothill Water Treatment Plant. 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, completion, commissioning, and startup of the **FOOTHILL WATER TREATMENT PLANT PRE-TREATMENT SYSTEM** in accordance with the Contract Documents prepared for this project.

**ENGINEER'S ESTIMATE** – The preliminary cost of construction for this work has been prepared and the said estimate including field directives allowance and permits allowance is Eight Million Four Hundred Ten Thousand Dollars (\$8,410,000).

**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): **Class "A" General Engineering Contractor**

**AVAILABILITY AND EXAMINATION OF CONTRACT DOCUMENTS** – The City will make available PDF versions of the project's Contract Documents including the project's specifications, appendices, and plans through PlanetBids. No hard copies will be available for bidders at the time of bid from the City. Should any Contractor, subcontractor, supplier, or manufacturer require a printed version of the Contract Documents the Contractor, subcontractor, supplier, or manufacturer will be required to print their own documents without reimbursement from the City. Details of the download are provided on the City's website. <http://www.beverlyhills.org/tags/bids/>

***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.***

EXHIBIT C

Ordinance No. 20-O-2801

AN ORDINANCE OF THE CITY OF BEVERLY HILLS  
AMENDING THE BEVERLY HILLS MUNICIPAL CODE TO  
CREATE A MIXED USE PLANNED DEVELOPMENT  
OVERLAY ZONE (M-PD-5) AND APPLY IT TO THE  
PROJECT SITE LOCATED AT 9908 SOUTH SANTA  
MONICA BOULEVARD

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

Legislative Findings. Due to special circumstances surrounding the property at 9908 South Santa Monica Boulevard, the City Council finds that certain commercially zoned properties in the City may be appropriately used for residential and commercial mixed use purposes and that such uses are unique and warrant specific development standards and criteria. The objectives of the Mixed Use Planned Development Overlay Zone (M-PD-5) shall include those objectives set forth in the proposed § 10-3-1995.3 of the overlay zone, as set forth in full in Section 5 below.

The Planning Commission considered this Ordinance at duly noticed public hearings on September 8, 2016; November 28, 2017; January 11, 2018; August 8, 2018; and September 13, 2018. Evidence both written and oral was presented during the hearings. After considering the evidence, a majority of the Planning Commission recommended that the City Council adopt this Ordinance.

The City Council considered this Ordinance at duly noticed public hearings on January 8, 2019; January 9, 2020; and February 4, 2020. Evidence, both written and oral, was presented at said hearings.

The Project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. A Final Environmental Impact Report (Final EIR) was prepared to analyze the potential environmental impacts of the Project. The City Council has reviewed the Final EIR and by separate Resolution No. 20-R-13272, adopted on February 4, 2020, which is hereby incorporated by reference, (a) made certain CEQA findings and determinations, (b) certified the EIR, and (c) adopted a Mitigation Monitoring and Reporting Program. The documents and other materials that constitute the record on which this decision is based are located in the Department of Community Development and are in the custody of the Director of Community Development.

A new Article 19.95 is hereby added to Chapter 3 of Title 10 of the Beverly Hills Municipal Code to read as follows:

“ARTICLE 19.95. MIXED USE PLANNED DEVELOPMENT OVERLAY ZONE  
(M-PD-5 Overlay Zone)

10-3-1995.1: CREATION:

There is hereby created an overlay zone designated as the mixed use planned development overlay zone (M-PD-5).

10-3-1995.2: APPLICATION OF ZONE:

The M-PD-5 overlay zone may only be applied to properties that meet all of the following criteria:

- A. The underlying zone on the property is C-3A.



- B. The property contains a minimum of 30,000 square feet of lot area.
  
- C. The property fronts on South Santa Monica Boulevard between Charleville Boulevard and South Moreno Drive.

10-3-1995.3: OBJECTIVES:

The objectives of the M-PD-5 zone shall be as follows:

- A. To ensure that mixed use development in the M-PD-5 zone will serve to maintain the vibrancy of local serving commercial uses along the South Santa Monica commercial corridor.
- B. To provide for mixed use development that encourages high quality design and residential uses and amenities through appropriate height, modulation, setbacks, and other similar measures.
- C. To provide pedestrian-friendly commercial uses and amenities along the street level.
- D. To ensure that mixed use development in the M-PD-5 zone will enhance adjoining residential neighborhoods and minimize traffic impacts.
- E. To protect the public health, safety, and welfare.

10-3-1995.4: DEFINITIONS:

Unless the context plainly requires otherwise, the following definitions shall govern this article:

**ENTERTAINMENT USE:** Any entertainment, other than "live musical accompaniment to dining" as defined in section 10-3-2703 of this chapter, and

shall include, but not be limited to, movie theaters, playhouses, video arcades, cabarets, nightclubs, adult entertainment businesses, and similar uses.

PLANNED DEVELOPMENT: A development that is approved pursuant to the procedures of article 18.4 of this chapter.

10-3-1995.5: USES PERMITTED:

No lot, premises, building or portion thereof in the M-PD-5 zone shall be used for any purpose except multi-family dwellings and the usual and customary accessory and appurtenant uses thereto, and permitted and conditional uses in the underlying C-3A zone.

10-3-1995.6: RESTRICTIONS:

The following restrictions shall apply to mixed use developments in the M-PD-5 zone:

- A. No establishments whose primary purpose or business is to sell alcoholic beverages for on-site consumption, otherwise referred to as bars, may be included in a mixed use development.
- B. No medical uses may be included in a mixed use development.
- C. No entertainment uses including, but not limited to, cabarets, nightclubs, and adult entertainment businesses, may be included in a mixed use development.
- D. No use shall be permitted in a mixed use development if that use would cause the parking requirement for all uses in the mixed use development to exceed the available parking on site as determined in accordance with this chapter.

- E. Residential uses included as part of a mixed use development shall be permitted in all portions of the development regardless of the underlying zone, except that residential uses shall not be permitted within the area of the first floor facing South Santa Monica Boulevard that is a minimum of thirty feet (30') and an average of forty feet (40') as measured from the front building façade, and other areas of a project as may be defined in a Planned Development Approval. This provision shall not apply to portions of the building containing building operating systems, equipment, exiting stairs or corridors even if those areas serve the residential portions of the building.
- F. The planning commission shall have authority through conditions imposed on a planned development to prohibit or allow other uses as it deems appropriate, on a use by use basis.

10-3-1995.7: APPLICABILITY OF UNDERLYING ZONE REGULATIONS:

Except as otherwise specifically provided in this article for mixed use developments or as shown on the approved plans for a Planned Development, development in an M-PD-5 zone shall comply with the zoning regulations applicable to the underlying zone.

Nothing in this article shall require a development to comply with the provisions of the M-PD-5 overlay zone if the development fully conforms to the requirements of the underlying zone.

## 10-3-1995.8: HEIGHT LIMITATIONS:

No mixed-use development shall be constructed, altered, or enlarged in the M-PD-5 zone except in accordance with the following height restrictions:

No building, structure, improvement, or any part thereof, erected, constructed or maintained as part of a mixed use development in the M-PD-5 zone shall exceed forty seven feet (47') in height nor shall it exceed four (4) stories, measured as set forth in BHMC section 10-3-100, Height, (A) Non-Residential Zones. Elements of a building that shall not be considered when determining its height are also set forth in BHMC section 10-3-100, Height, (A) Non-Residential Zones, and in section 10-3-1995.17 below: "Rooftop Pool and Recreational Facilities."

## 10-3-1995.9: DENSITY:

- A. Maximum Floor Area Ratio: Notwithstanding any other provision of this code, a mixed use development in the M-PD-5 zone, including all components, shall have a maximum aggregate floor area ratio determined by the planning commission as part of a planned development pursuant to article 18.4 of this chapter. In no event shall the floor area ratio of a mixed use development in the M-PD-5 zone exceed a maximum of 2.5:1. For the purposes of this article, floor area shall be calculated using the lot area of the subject site prior to any required dedications or exactions.
- B. Residential Density: The maximum number of residential units that may be included in a mixed use development in the M-PD-5 zone shall be determined by the planning commission as part of a planned development pursuant to article 18.4 of this chapter.
- C. Minimum Commercial Density: In any mixed use development in the M-PD-5

zone, the floor area on the ground floor facing South Santa Monica Boulevard must be allocated for commercial purposes for a minimum of the first thirty feet (30') and an average of at least forty feet (40') as measured from the front building facade. This provision shall not apply to portions of the building containing building operating systems, equipment, exiting stairs or corridors even if those areas serve the residential portions of the building. In no event shall the floor area ratio of the commercial uses in a mixed use development in the M-PD-5 zone be less than 0.33. For the purposes of this article, floor area shall be calculated using the lot area of the subject site prior to any required dedications or exactions.

10-3-1995.10: PARKING, ACCESS AND CIRCULATION:

Notwithstanding any other provision of this code, parking for mixed use developments located in the M-PD-5 zone shall be provided in accordance with this section.

- A. Except as provided otherwise in this article, parking for all uses in a mixed use development shall be provided in accordance with the applicable provisions of this chapter. Notwithstanding the foregoing, the planning commission may modify the parking requirements for a mixed use development, as part of a planned development, if it finds that such modifications would advance the objectives of the M-PD-5 zone as set forth in this article.
- B. Notwithstanding any other provision in this chapter, up to five percent (5%) of the parking spaces provided in a mixed use development in the M-PD-5 zone may be compact spaces and up to thirty percent (30%) of the total

- number of parking spaces provided for the residential units in a project may be provided through the use of tandem parking spaces.
- C. Tandem spaces permitted by this section may only be provided for residential units requiring two or more spaces, and each set of tandem spaces shall only be assigned to a single residential unit. The dimensions of each tandem space shall comply with the parking standards adopted by the city council and on file in the community development department-building and safety.
- D. All parking spaces in a mixed use development in the M-PD-5 zone shall be provided below grade. This provision does not prohibit above-grade truck loading areas and residential drop off and valet areas.

10-3-1995.11: SETBACKS:

Mixed use developments in the M-PD-5 zone shall maintain the following minimum setbacks:

- A. South Santa Monica Boulevard (Front) Setback: A minimum setback of three (3) feet shall be required from the property line along the South Santa Monica frontage of a mixed use development in the M-PD-5 zone.
- B. Side Setback adjoining street: A minimum setback of three (3) feet shall be required for any side property line adjoining a public street, such as Charleville Boulevard.
- C. Side Setback adjoining interior lot line: No minimum setback shall be required for any side property line adjoining another property.
- D. Alley (Rear) Setback: A minimum setback of six (6) feet shall be required

from the property line along the rear alley of a mixed use development in the M-PD-5 zone.

10-3-1995.12: PERMISSIBLE ENCROACHMENTS INTO REQUIRED YARDS:

No structure or element of a building may encroach into any required yard except for the following:

- A. A fence, gate, or wall where the height and location is approved as part of a planned development permit.
- B. Architectural projections, such as eaves, windows and door accents, but excluding balconies, projecting no more than twelve inches (12") into such yard.
- C. Subterranean basement garages located below a project's building height datum point.
- D. Garage exhaust vent stacks in side and rear yards.
- E. Driveways accessing underground parking structures and loading areas.
- F. Loading areas, but only within the rear setback.
- G. Open air dining, subject to the requirements of BHMC Chapter 3, Article 35 (Open Air Dining).

10-3-1995.13: MODULATION:

A mixed use development in the M-PD-5 zone shall be modulated as provided in the planned development permit.

10-3-1995.14: LOADING FACILITIES:

- A. Loading facilities for mixed use developments in the M-PD-5 zone shall be as provided in the planned development.

- B. Notwithstanding the foregoing, mixed use developments in the M-PD-5 zone shall provide not less than one 12-foot in width by 35-foot in length truck loading space accessible from a rear alley.

10-3-1995.15: OUTDOOR LIVING SPACE REQUIRED:

The residential component of all mixed use developments in the M-PD-5 zone shall provide outdoor living space in accordance with the requirements of section 10-3-2803 of this chapter, or as otherwise approved as part of a planned development.

10-3-1995.16: COMPATIBILITY STANDARDS:

The following design standards shall be incorporated into all mixed use developments in the M-PD-5 zone:

A. Noise Attenuation:

1. All dwelling units shall be constructed with building materials with a minimum STC rating of 30 in order to minimize interior noise levels.
2. The exterior walls of all dwelling units, and any interior walls or floor/ceilings that separate dwelling units from commercial uses shall comply with the sound transmission standards set forth in sections CBC 1207 Sound Transmission, or its successor.
3. All dwelling units shall be equipped with internal air conditioning and state of the art air filtering devices.



B. Odors: Air conditioning systems for the residential component shall be located and designed to minimize impacts from odors generated by the commercial component.

10-3-1995.17: ROOFTOP POOL AND RECREATIONAL FACILITIES:

Notwithstanding any other provision of this code and subject to the restrictions set forth in this section, the planning commission may permit, as part of a planned development pursuant to article 18.4 of this chapter, mixed use developments in the M-PD-5 zone to include rooftop pools and spas, pool rooms, fitness rooms, and related restroom facilities ("Rooftop Pool and Recreational Facilities") provided that:

- A. The planning commission finds that the Rooftop Pool and Recreational Facilities will not adversely affect the privacy of neighboring properties or access of neighboring properties to light, nor will the subject structures significantly increase noise to adjacent properties.
- B. The additional height of the Rooftop Pool and Recreational Facilities applicable to the mixed use development will not exceed ten feet (10') in height measured from the adjacent roof deck.
- C. Any Rooftop Pool or Recreational Facilities permitted pursuant to this section shall be set back from the face of any exterior wall of the floor immediately below so that a forty five degree (45°) angle to the vertical plane of the nearest outside wall is not intersected.
- D. The Rooftop Pool and Recreational Facilities shall not include a commercial kitchen, restaurant or cafe.
- E. Use of the Rooftop Pool and Recreational Facilities shall be restricted to

residents and guests of residents of the mixed use development.

F. No admittance or use fees shall be charged to use the Rooftop Pool and Recreational Facilities. Nothing in this provision shall prohibit the imposition or collection of homeowner association dues or fees on residents of a mixed use development which offset the costs of operating and maintaining such rooftop facilities.

**10-3-1995.18: APPLICATION OF TRANSITIONAL STANDARDS:**

Unless otherwise provided in this article or approved as part of a planned development, all commercial uses in a mixed use development in the M-PD-5 zone shall comply with the General Operational Requirements set forth in Article 19.5, section 10-3-1956 of this chapter, and with sections 10-3-1957 (Transitional Use License) and 10-3-1958 (Extended Hours Permit). With respect to the setbacks, walls, and landscaping requirements of Article 19.5, the requirements shall be as approved as part of a planned development, but at a minimum must include a three foot high solid masonry wall along the rear alley, with openings as approved as part of a planned development as necessary for loading dock access and other building requirements.”

The official zoning map of the City is hereby amended to apply the M-PD-5 overlay zone to the property known as 9908 South Santa Monica Boulevard, Beverly Hills, described as follows: “Lots 740, 741, 742, 743, 744 and 745 of Tract No. 7710, in the City of Beverly Hills, County of Los Angeles, State of California, as per Map recorded in Book 83 Pages 94 and 95 of Maps, in the Office of the County Recorder of said County”, and also known as APN 4328-002-010, -011, -012, -013, -034. The

location is shown on the map attached hereto as Exhibit "A" and incorporated herein by this reference.

Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall be and remain in full force and effect and shall control as to each property to which the M-PD-5 overlay zone has been applied.

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

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

Adopted: February 18, 2020  
Effective: March 20, 2020

---

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

ATTEST:

---

HUMA (SEAL)  
City Clerk AHMED

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

---

LAURENCE S. WIENER  
City Attorney

---

GEORGE CHAVEZ  
City Manager

---

SUSAN HEALY KEENE  
Director of Community Development

Exhibits:  
A – Zoning Map Amendment Exhibit

VOTE:  
AYES: Councilmembers Wunderlich, Gold, Bosse and Vice Mayor Friedman  
NOES: Mayor Mirisch  
CARRIED