



City of Beverly Hills

Request for Proposals #18-35

Notice Inviting Submission of Proposals

for

**Banner and Signage Fabrication and
Installation Services**

Due Date: May 3, 2018

**City of Beverly Hills
Beverly Hills, CA**

**REQUEST FOR PROPOSAL
For
Banner and Signage Fabrication and Installation Services for the Metro Project**

RFP # 18-35

April 19, 2018

OVERVIEW

The City of Beverly Hills (“City”) requests proposals from businesses (or “Contractor”) who can perform graphic banner and signage fabrication and installation services associated with the construction of the Metro Purple Line Extension project within the City of Beverly Hills and under the purview of the Public Works Department.

OBJECTIVES AND SCOPE

The selected Contractor will provide graphic banner and signage fabrication and installation services for the City of Beverly Hills’ Public Information Graphics Program in the construction zone of the Metro Purple Line Extension Project at both the La Cienega and Rodeo stations.

For each project, the City will contact the Contractor to obtain a written quote. Each project will be quoted by the Contractor at the rates specified in the final Agreement signed by the City and the Contractor.

Task 1: Fabrication, Installation, and Removal of Banners and Signage

The City seeks to engage the services of a Contractor that can provide banner and signage fabrication, installation, and removal for a variety of signage types around the construction zone of the Metro Purple Line Extension at both the Rodeo Station and the La Cienega Station.

Task 2: Maintenance and Storage of Banners and Signage While Not in Use

In addition to services for the fabrication, installation, and removal of signage and banners, the City seeks services for the maintenance and storage of flags and banners while not in use. As part of the storage process, the selected Contractor shall clean the flags and banners after removal and prior to storage with the goal of ensuring that the quality of the banners is maintained between each use. Additionally, the selected Contractor shall store the banners in a secure location to avoid damage and theft.

Task 3: Preservation of the Safety of Staff and the Public During Performance of Work

The selected Contractor must be able to maintain at all times the safety of their staff and the public while the installation and removal work is performed. The selected Contractor must also maintain their equipment to preserve optimal operating condition and that the flag and banner displays are as secure as possible and reasonably able to withstand inclement weather typical in Los Angeles.

Task 4: Maintenance of Installed Banners

The selected Contractor must be able to maintain flags and banners for the duration of the installation, and may be asked to perform a variety of tasks to preserve the professional appearance and quality of any banner or signage displayed in the City. For example, the Contractor may be asked to:

- lift sagging flags and banners,
- straighten crooked flags and banners,
- reinstall fallen banners and signage, and
- repair and/or replace broken cables, poles and brackets.

Task 5: Ability to Respond to Time Sensitive Requests

The execution of banner fabrication, installation, removal, and storage services is typically time sensitive. Upon receipt of the final designs, the selected Contractor must be able to fabricate a sample flag and/or banner and provide it to the City for review and approval within 5-7 business days. Once the sample is approved by the City, the selected Contractor shall provide a written quote to the City before performing the requested services. In cases where the banners are already fabricated, the City may request expedited installation services.

SCHEDULE

The anticipated schedule is as follows:

Solicitation issued:	April 19, 2018
Deadlines for receipt of questions	April 25, 2018
City response to questions	April 27, 2018
Proposal due date	May 3, 2018
Anticipated award date	TBD
Anticipated start date	TBD

QUESTIONS

Questions regarding the Requests for Proposal are to be submitted by email only to Rob Welch at rwelch@beverlyhills.org and Teresa Revis at trevis@beverlyhills.org, **no later than 4:30 PM PST on Wednesday, April 25, 2018**. The subject title of such emails shall read "RFP No. 18-35 Potential Respondent - (Insert Firm Name)." Any inquiry should state the question only, without additional information. Questions emailed by potential respondents and any additional information that the City provides in response to such questions will be posted on the City's website by **Friday, April 27, 2018 at 6:00 PM PST**. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

MINIMUM QUALIFICATIONS

Respondents must have been in the business of providing banner and signage fabrication and Installation services similar to those detailed in this RFP for at least five (5) years.

Respondents must have provided banner and signage fabrication services similar to those described within this document to municipal government agencies for at least three (3) years.

Respondent must possess a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State.

Respondents must provide complete proposals, including all documents included in Appendix A.

ORGANIZATION OF PROPOSAL

The proposal shall include the forms listed in Appendix A as well as up to five (5) additional pages which may include a cover page, further description of work experience, and sample work projects from other local jurisdictions.

SUBMITTAL REQUIREMENTS

Proposals must be prepared in English, and include the forms listed in Appendix A in a readable font.

Sealed proposals, including three (3) copies must be received by the City Clerk's Office no later than Thursday, May 3, 2018 at 2:00 PM PST, unless time is extended by written addendum issued by the CITY before that date. Proposals that are received after 2:00 PM PST will not be accepted. Postmarks will not be accepted as the submitted dates. Proposals shall be addressed as follows:

Bid No. 18-35

Proposal for Banner and Signage Fabrication and Installation Services

Attention: Robert Welch

City of Beverly Hills

Office of the City Clerk

455 North Rexford Drive, Room 290

Beverly Hills, CA 90210

EVALUATION CRITERIA

The City will evaluate the proposals with the intent of selecting the most qualified Contractor. More than one Contractor may be selected by the City for performing graphic banner and signage fabrication services. Evaluation criteria include, but are not limited to, the following:

- 1) Completeness and thoroughness of the proposal;
- 2) Ability to provide graphic banner and signage fabrication and installation services as outlined in the scope of work;
- 3) Work Sample
- 4) Work experience with other government agencies; and
- 5) Pricing

The most qualified proposers may be selected to be interviewed by City representatives. The City reserves the right to interview as many or few proposers as it deems appropriate. The City also reserves the right to make its selection without conducting interviews.

CONTRACT

The City will prepare an Agreement for execution between the successful respondent and the City (See Appendix B for a Sample). The Contractor's standard form contract will not be considered as an acceptable substitute. The Contractor shall maintain, at a minimum, the insurance requirements specified in the sample Agreement.

GENERAL INFORMATION AND INSTRUCTION

All communications concerning this RFP should be directed to Robert Welch, Project Manager by email at rwelch@beverlyhills.org and copied to Teresa Revis at trevis@beverlyhills.org.

No questions or comments are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, City of Beverly Hills Director of Finance, any public official, or any City of Beverly Hills trustee.

Any information obtained by the selected respondent is confidential, and the selected respondent shall not release or use the information in conjunction with any other endeavor.

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded

Respondents are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP document shall not be cause to alter the contract or for respondent to request additional compensation.

This RFP process does not commit the City to award any contract, and the City is not liable for any costs incurred by the proposer in the preparation and submission of a proposal.

The successful respondent shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each respondent shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Respondent's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.**

Upon the award of the contract to the successful respondent, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Section II of Appendix B of this RFP document. **All insurance forms must be in a format acceptable to the City.**

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.

Prices quoted herein must be firm for a period of not less than ninety (90) days after closing date of this RFP.

RFPs calling for other than a "lump sum" total 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.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

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.

APPENDIX A**EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE**

The Respondent shall provide the following information. Failure to fully complete the required information shall render the Proposal non-responsive and possibly eliminate the proposal from further consideration. Experience must include banner and signage fabrication and installation services for municipal government agencies.

1. Respondent has been engaged in the banner and signage fabrication and installation services under the present business name of _____ for _____ years.
(Name of Business) (Number)
2. Business license # _____ Issued by _____.
(Name of City for Business License)
3. Information for the main contact who would be able to answer questions regarding the proposal.
Name: _____
Title: _____
Phone Number: _____
Email: _____
4. How many municipal government agencies is your company currently providing printing and mailing services to? _____.
5. For all clients referenced in Question #3, the Respondent will provide on company business letterhead:
 - a. Municipal Government name, location, and personal contact at that agency with telephone number.
 - b. Brief description of the scope of work
 - c. Number of years the Respondent has continuously serviced the account.
6. The Respondent understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals. _____ (Please Initial).
7. Is there enough space at your facility for flag and banner storage and quality preservation between each banner use? _____ (yes / no)
8. The Respondent understands that all installation and removal work as related to this RFP must be performed at night between 10 p.m. and 5 a.m., and must produce as minimal impact to residents and businesses as possible. _____ (yes / no)

9. Briefly describe in the space provided below your qualifications for providing banner and signage fabrication and installation services to the City as described in the scope of service in this RFP. One additional sheet may be submitted. Font shall be Arial and font size shall be 11.

[illegible]

Print Name

Signature

Date _____

PRICING SHEET

The Respondent shall provide the following information. Failure to fully complete the required information shall render the Proposal non-responsive and possibly eliminate the proposal from further consideration. All pricing provided by the Respondent must include:

- 1) Post-installation maintenance such as smoothing or straightening during the period in which the materials are displayed as needed; and
- 2) Proper storage of materials in a safe and weather-proof area for potential reuse (unless reuse is not applicable); and
- 3) Comprehensive inspection and cleaning of all materials after removal from storage and prior to re-installation.

Vinyl Panels on 20' high plywood walls, varying length	Fabrication	Per Square Foot
	Installation	
Vinyl panels on plywood above k-rail 8' high, varying lengths	Fabrication	
	Installation	
Vinyl Panels on pedestrian fencing 8" height, on plywood or chain link, varying length	Fabrication	
	Installation	
K-RAIL blade flags (on top of K-Rail) 2' by 8' on galvanized steel poles	Fabrication	
	Installation	
Street light pole banners 3'9" by 10'6"	Fabrication	
	Installation	
Sidewalk Sandwich Boards 62" by 36"	Fabrication	
	Installation	
Metal wayfinding and detour signage 30" by 42"	Fabrication	
	Installation	
STORAGE		
Vinyl DECAL (Adhesive) Panels on 20' high plywood walls, varying length	Fabrication	
	Installation	

Vinyl DECAL (Adhesive) panels on plywood above k-rail 8' high, varying lengths	Fabrication	
	Installation	
Vinyl DECAL (Adhesive) Panels on pedestrian fencing 8' height, on plywood , varying length	Fabrication	
	Installation	

Expedited Fabrication Service Charge/Fee: _____

Expedited Installation Service Charge/Fee: _____

APPENDIX B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert
name of CONTRACTOR> FOR AS-NEEDED FABRICATION,
INSTALLATION REMOVAL AND STORAGE OF BANNERS AND
SIGNAGE FOR THE METRO PURPLE LINE EXTENSION PROJECT
SECTIONS 1 AND 2

NAME OF CONTRACTOR: TBD

RESPONSIBLE PRINCIPAL OF CONTRACTOR: TBD

CONTRACTOR'S ADDRESS: Attention: TBD

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mahdi Aluzri, City Manager

COMMENCEMENT DATE: May 8, 2018

TERMINATION DATE: June 30, 2021

CONSIDERATION: Not to exceed <TBD>

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert
name of Contractor> FOR AS-NEEDED FABRICATION, INSTALLATION
REMOVAL AND STORAGE OF BANNERS AND SIGNAGE FOR THE
METRO PURPLE LINE EXTENSION PROJECT SECTIONS 1 AND 2

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter
called "CITY"), and (hereinafter called "CONTRACTOR").

RECITALS

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

B. CONTRACTOR represents that it is qualified and able to perform the Scope of
Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work
described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and
skill ordinarily exercised by members of the profession currently practicing in the same locality
under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of
Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and
approved by both parties. The cost of any change in the Scope of Work must be agreed to by both
parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the
Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR
shall complete the performance of services by the Termination Date set forth above and/or in
conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two
additional one-year terms or such other term not to exceed two years from the date of termination
pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides
under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services,
a sum not to exceed the Consideration set forth above and more particularly described in Exhibit
B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

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

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive 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 CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) 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.

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

(e) At all times during the term of this Agreement, CONTRACTOR 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. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and vehicle liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or

self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

Section 12. Indemnification.

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

(b) This indemnity provision shall survive termination of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the Scope of Work or the services to be performed. Any changes in the Scope of Work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, 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 CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:

Name
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

SHANA EPSTEIN
Director of Public Works

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

CONTRACTOR shall fabricate, install, remove, store, clean and repair banners and signage as needed on a non-exclusive basis for CITY in connection with the Metro Purple Line Extension Project. CONTRACTOR shall install and remove banners and signage at the times and places as directed by CITY. CONTRACTOR shall obtain any required CITY permits at no cost to CONTRACTOR. CONTRACTOR shall change the graphics and text on the banners as directed by CITY. CITY shall compensate CONTRACTOR for such services as mutually agreed upon in writing by the parties and in compliance with this Agreement. CONTRACTOR shall complete work in a timeframe that is mutually agreed upon by both parties, which is generally understood to be between 4 and 5 business days, but may vary depending upon the services requested.

When not in use by CITY, CONTRACTOR shall carefully and properly store the banners and/or signage until CITY notifies CONTRACTOR of their next use.

All signs and banners shall be installed so as not to create an unsafe condition on the public street or public right-of-way. Specifically, but not by way of limitation, such banners shall be installed to withstand rain, wind gusts, and other inclement weather typical in Los Angeles, and shall be located and installed in such a manner as to avoid, to the greatest extent feasible, vandalism and theft.

For each project, CITY will contact CONTRACTOR to obtain a written quote. Each project will be quoted by CONTRACTOR at the rates specified in Exhibit B.

CITY may request CONTRACTOR to provide a printer proof prior to a full print run. CITY shall have the option to travel to CONTRACTOR's work site to review the proof prior to authorizing the print job. Alternatively, the CONTRACTOR may be requested by CITY to deliver the proof to CITY. The cost of either of these two services shall be mutually agreed upon in writing prior to the production of the printer proof.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in an amount not to exceed <To Be Determined> per year for a total not to exceed of <To Be Determined> as based on the costs outlined below.

In the event CITY requests additional services outside the Scope of Work set forth in Exhibit A, the fee shall be negotiated in advance by the City Manager or his designee on behalf of CITY and CONTRACTOR and set forth in writing.

CONTRACTOR shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the undisputed amount of such billing within thirty (30) days of receipt of same.

Vinyl Panels on 20' high plywood walls, varying length	Fabrication	Per Square Foot
	Installation	
Vinyl panels on plywood above k-rail 8' high, varying lengths	Fabrication	
	Installation	
Vinyl Panels on pedestrian fencing 8" height, on plywood or chain link, varying length	Fabrication	
	Installation	
K-RAIL blade flags (on top of K-Rail) 2' by 8' on galvanized steel poles	Fabrication	
	Installation	
Street light pole banners 3'9" by 10'6"	Fabrication	
	Installation	
Sidewalk Sandwich Boards 62" by 36"	Fabrication	
	Installation	
Metal wayfinding and detour signage 30" by 42"	Fabrication	
	Installation	
STORAGE		
	Fabrication	

Vinyl DECAL (Adhesive) Panels on 20' high plywood walls, varying length		
	Installation	
Vinyl DECAL (Adhesive) panels on plywood above k-rail 8' high, varying lengths	Fabrication	
	Installation	
Vinyl DECAL (Adhesive) Panels on pedestrian fencing 8' height, on plywood , varying length	Fabrication	
	Installation	

Expedited Fabrication Service Charge/Fee: _____

Expedited Installation Service Charge/Fee: _____

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED**COMPANIES AFFORDING COVERAGE****ADDRESS****A.****B.****C.**

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

TITLE : _____

AGENCY : _____

Address : _____