

BIDDER'S BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That

as Principal (herein called "Principal") and

as surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in just and full sum of ten per cent (10%) of the total amount of the bid of Principal for the herein described work of improvement,

lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Bidders, Proposal form, Improvement Map, Specifications, and Standard Contractual Requirements of Obligee therefor: **TRAFFIC SIGNAL MODIFICATION AND CURB RAMP REPLACEMENT W. OLYMPIC BLVD / BEVERWIL DRIVE / BEVERLY DRIVE**

NOW, THEREFORE, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Standard Contractual Requirements, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or the bid requirements, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgement is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_  
SURETY

APPROVED AS TO FORM:  
City Attorney

NOTE TO SURETY COMPANY: The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

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

\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(SURETY CO. ATTORNEY-IN-FACT)

STATE OF CALIFORNIA: COUNTY OF LOS ANGELES: SS.

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the duly authorized attorney-in-fact of the corporate surety named in the within Instrument, known to me to be authorized to execute said Instrument on behalf of said corporation, known to me to be the person whose name is subscribed to said Instrument as the attorney-in-fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as surety, and his (her) own name as attorney-in-fact and that said corporation executed the same.

WITNESS my hand and official seal \_\_\_\_\_

(Seal)

Notary Public on and for said County and State

**EXHIBIT "A"**

## INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

1. **By an Individual.** The individual must sign the instrument, and if he is doing business under a fictitious name, the fictitious name must be set forth. **The signature must be acknowledged before a Notary public.**

2. **By a Partnership.** The name of the partnership must be set forth followed by the signature of all of the partners. **The signatures must be acknowledged before a Notary Public.** The signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership.

3. **By a Corporation.** The name of the corporation must be set forth, followed by the signatures of the President or Vice-President and Secretary or Assistant Secretary. **The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgement:**

"STATE OF \_\_\_\_\_)  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the (President) (Vice President), and \_\_\_\_\_, known to me to be the (Secretary) (Assistant Secretary), of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my signature and seal.

(Seal) \_\_\_\_\_  
Notary Public

4. **By a Surety.** The name of the surety must be set forth, followed by an authorized signature. **The signature must be acknowledged before a Notary Public.**

5. **By an Insurance Company.** The name of the company must be set forth, followed by an authorized signature. **The signature must be acknowledged before a Notary Public.**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2017**, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

Company  
Address  
Address

hereinafter referred to as "Contractor";

**W I T N E S S E T H**

In this consideration of their covenants the parties hereto agree as follows:

1. Contractor shall furnish all labor, materials and equipment necessary to perform the following work in the City of Beverly Hills, California, strictly in accordance with the Notice to Bidders, Proposal form, Plans and Specifications for such improvement, Standard Contractual Requirements and inclusive of Addendums, each of which documents are made a part of this Contract as though fully set forth herein:

**INFRASTRUCTURE REPAIRS**

2. In consideration of such work City agrees to pay Contractor and Contractor agrees to accept the sum of \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents (\$\_\_\_\_\_.)** in the manner provided in subject Plans and Specifications and subject to adjustment provided therein.

3. Concurrently with the execution of this Contract, Contractor shall file with the City the bonds and certificates of insurance specified in said Standard Contractual Requirements.

4. This Contract shall not be assigned without the written permission of the City Council.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ATTEST:

CITY OF BEVERLY HILLS,  
A municipal corporation

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

\_\_\_\_\_  
LILI BOSSE, Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

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

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL, Risk Manager

\_\_\_\_\_  
SHANA EPSTEIN, Director of Public Works

APPROVED AS TO FORM:

FUNDS AVAILABLE:

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

\_\_\_\_\_  
DON RHOADS, Director of Administrative Services/Chief  
Financial Officer

**EXHIBIT "C"**

PERFORMANCE BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That (**contractor**)

as Principal (herein called "Principal") and

as surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in just and full sum \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents (\$\_\_\_\_\_.)** lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms of the hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves, and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefor: **TRAFFIC SIGNAL MODIFICATION AND CURB RAMP REPLACEMENT W. OLYMPIC BLVD / BEVERWIL DRIVE / BEVERLY DRIVE**

NOW, THEREFORE, if Principal shall well and truly do and perform each and all of the covenants, conditions, and agreements of said Contract on the Principal's part to be done and performed, and any and all alterations thereof made as therein provided, at the time and in the manner therein specified, and shall indemnify and save harmless the Obligee, its officers, agents, and employees, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

SURETY

APPROVED AS TO FORM:

City Attorney

NOTE TO SURETY COMPANY: The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

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

\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

**ATTACH APPROPRIATE JURAT**

**EXHIBIT "D"**

CONTRACTOR'S PAYMENT BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That **(contractor name)**

as Principal (herein called "Principal") and

as Surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in just and full sum of \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents (\$\_\_\_\_\_.)**, lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves, and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefor: **TRAFFIC SIGNAL MODIFICATION AND CURB RAMP REPLACEMENT W. OLYMPIC BLVD / BEVERWIL DRIVE / BEVERLY DRIVE**

NOW, THEREFORE, if Principal or his subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under the Civil Code so as to give a right of action to them or their assigns in any suit brought upon the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
SURETY

NOTE TO SURETY COMPANY: The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

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

\_\_\_\_\_ 20\_\_\_\_.

**ATTACH APPROPRIATE JURAT**

**EXHIBIT "E"**

**CERTIFICATE OF INSURANCE**  
**(PUBLIC LIABILITY)**

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

Named Insured (Contractor)

Companies Affording Coverage

A.

Address

B.

C.

| Policy Number | Company A,B,C | Coverage   | 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"/> Other                         |                 |      |             |           |
|               |               | <input type="checkbox"/> Excess Liability              |                 |      |             |           |
|               |               | <input type="checkbox"/> 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 a joint and several assureds with respect to claims arising out of the following project: **TRAFFIC SIGNAL MODIFICATION AND CURB RAMP REPLACEMENT W. OLYMPIC BLVD / BEVERWIL DRIVE / BEVERLY DRIVE**

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 cost 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 on contribution with insurance which may be available to City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 45 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, condition of any contract or other document with respect to which this certification 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 "F"**

**CERTIFICATE OF INSURANCE**  
(Worker's Compensation)

WHEREAS, the City of Beverly Hills has requires certain insurance to be provided by:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: City of Beverly Hills, City Hall, 455 North Rexford Drive, Beverly Hills, California.
2. The insureds under such polity or policies are:

\_\_\_\_\_  
\_\_\_\_\_

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

| <u>POLICY<br/>NUMBER</u> | <u>EFFECTIVE DATE</u> | <u>EXPIRATION DATE</u> |
|--------------------------|-----------------------|------------------------|
| _____                    | _____                 | _____                  |
| _____                    | _____                 | _____                  |
| _____                    | _____                 | _____                  |

4. Said policy or policies shall not be canceled, nor shall there by any reduction in coverage or limits of liability, unless and until thirty days written notice thereof has been served upon the City Clerk of the City of Beverly Hills.

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Its Authorized Representative

Approved as to form:

\_\_\_\_\_ 20 \_\_\_\_\_

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

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