



November 15, 2013

City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314

Re: Automated Vehicle Storage & Retrieval System
Pre-bid RFI, Volume 02

RFI #004

QUESTION: How many flag poles are there on this project and what is the height of each?

ANSWER: Refer to sheet L2.01 for flagpole locations and quantities. Refer to sheet L2.02, detail 03 for specified heights of flagpoles.

RFI #005

QUESTION: Please confirm if the existing generator to be removed is to be returned to the owner.

ANSWER: Generator is not to be returned to the owner.

RFI #006

QUESTION: Please confirm there are no alternates for this project.

ANSWER: there are no alternates.

RFI #007

QUESTION: Please confirm the engineer's estimate as stated at the job walk is 13 million and not 11 million.

ANSWER: The engineer's estimate is as stated in the Notice Inviting Sealed Bids for the amount of \$11,000,000. The verbal response to this question at the Pre-Bid Conference was in error.

RFI #008

QUESTION: Reference detail 13 on L4.01, note #16. Please allow the use of inverted chamfer in lieu of the 1-1/2" sawcut joint.

ANSWER: Provide per plan.

RFI #009

QUESTION: Reference detail 13 on L4.01, note #3 and detail 17 on L4.02, note #2. Please allow a chamfered corner in lieu of the tooled corner.

ANSWER: No chamfers - 1/8" radius tooled edge.

RFI #010

QUESTION: Please provide a pile schedule, pile schedule is missing on sheet S2.0 note #3.

HEERY

ANSWER: Piles are specified within the Pile Cap Schedule on sheet S2.0 and as noted on plans.

RFI #011

QUESTION: Please confirm that Unitronics will be responsible for their own hoisting associated with their scope of work.

ANSWER: Confirmed.

RFI #012

QUESTION: Please confirm we are to include the allowance of \$720,000 in our base bid.

ANSWER: confirmed.

RFI #013

QUESTION: Please provide proposal from Unitronics.

ANSWER: A copy of Unitronics' contract with the City of West Hollywood is attached.

RFI #014

QUESTION: There is a conflict among the Notice Inviting Sealed Bids, Instructions to Bidders and the Bid Form with respect to the time the bid must be held open. The former states 90 days, the latter two states 60 days. Please clarify which is correct.

ANSWER: 60 days.

RFI #015

QUESTION: There is a very large pine tree in the planter area along the sidewalk (near the bike storage container, plan sheet C1.01 does not show this tree. Should this tree be demolished or protected in place?

ANSWER: The tree in question will be removed by the Sweetzer Improvements contractor (prior to start of construction). Conditions will be as shown on sheet C1.01.

RFI #016

QUESTION: The QA/QC manager, per spec section 01-4000, does that person need to be full time on the site or as required?

ANSWER: The size of the project allows for a QA/QC Manager to perform more than one duty. The preference is to have that individual on site full time. The intent is that when acting as the QA/QC Manager, the QA/QC Manager has independence from the rest of the on-site construction team by having the QA/QC Manager report directly to a Principal in the company. The Owner has the right to reject the QA/QC Manager if that individual is not determined to be qualified to perform the role. Due to the size of the project, a part time QA/QC Manager will be considered, but the Contractor's program for execution of that position part time must be approved by the Owner prior to the start of the work.

HEERY

RFI #017

QUESTION: At the pre-bid meeting it was mentioned that the City would provide the bidders with possible locations of parking lots or vacant site for parking. Will that list be forthcoming?

ANSWER: The following are suggestions of potential locations near the project within the City boundaries for Contractor parking and temporary storage during construction. The City of West Hollywood cannot guarantee availability of these options:

- 8550 Santa Monica Boulevard at West Knoll Drive; Truman & Elliott LLP, Mr. Todd Elliott, 213/629-5300; telliott@trumanelliott.com
- 8950 Sunset Boulevard at Hammond; Nicki Carlsen, 213/576-1128; nicki.carlsen@alston.com
- Movietown Plaza, Santa Monica Boulevard at Poinsettia Avenue; Avalon Bay Communities, Mark Janda, 949/955-6223, mark_janda@avalonbay.com
- Cedar Sinai Medical Center parking lot on San Vicente Boulevard between Melrose Avenue and Beverly Boulevard; Peter Braveman, 310/423-5708, PeterE.Braveman@cshs.org

RFI #018

QUESTION: Spec section 01-5000, Temporary Facilities & Controls, subsection 1.1, Storage, states that storage is restricted to the area designated on the Drawings or as approved by the City's Representative. I could not find any information on the drawings, please provide the information.

ANSWER: Storage is limited to within the project boundaries.

RFI #019

QUESTION: Spec section 01-5000, Temporary Facilities & Controls, subsection 1.3/F, please provide a copy of the City's haul route guide lines or the haul route for this project.

ANSWER: The City's main requirement is the haul route not use neighborhood streets. Since the City Hall parking lot is essentially at the corner of Santa Monica/Sweetzer, the contractor's haul routes should be using Santa Monica Blvd and the City Hall frontage of Sweetzer Avenue to arrive and depart from the site. There are many arterial routes with freeway access...one can take Santa Monica Boulevard directly to the 101 Freeway, or one can travel south to the 10 Freeway via La Cienega Blvd, Fairfax Ave, or La Brea Ave. These are just general suggestions. Contractor to propose the haul route as a submittal which will be reviewed and approved prior to incorporating into the project plan.

RFI #020

QUESTION: Reference Specification Section 011100 – Automated Vehicle Storage/Retrieval System, Page 2, Paragraph 1.2.B – Automated Parking System Requirements, Item 12 -Ten Year Service and Maintenance Agreement: Please confirm this agreement is provided and serviced by the automated equipment provider/installer to be selected by the City of West Hollywood.

HEERY

ANSWER: The referenced Service and Maintenance Agreement is not part of the scope of this project. Please see the attached copy of Unitronics' Agreement with the City of West Hollywood for this scope of work.

RFI #021

QUESTION: Reference Drawing L4.01, Concrete Paving Detail 1: Note 3 calls for “#4 Rebar at 18” OC both ways” and note 6 calls for “W6x6 Welded Wire Mesh within top 2” of slab”. Please confirm both are or are not required.

ANSWER: Confirmed both ARE required per plan.

RFI #022

QUESTION: Reference Drawing S4.5 Plan View A and Section 8: Section 8 indicates a 4'X1'4" footings, and plan view A indicates continuous footings below CMU walls. But Section 8 would seem to indicate a wider footing supporting the CMU and fountain wall and at a different grade elevation. Please provide clarification and detail information.

ANSWER: Width of combined footing in question is 5'-8". Projection to interior of storage area is 1'-8" from face of CMU. Grade elevation is determined but adjacent precast pump vault and depth of fountain pool, footing steps may be required as determined in the field by the Contractor.

RFI #023

QUESTION: Reference Drawing L0.01, Key Note #11, Reference 13/L4.01:

- 1.) Detail 13/L4.01 does not provide the footing size but states “Per Structural”. Is this reference meant to be 7/S4.5 Miscellaneous Site Wall?
- 2.) This key note identifies the finish utilizing the product “Top Cast”. Is this finish meant to be before all areas (sides) exposed to view or just the side indicated with Key Note 11?

ANSWER:

- 1.) RESPONSE: Yes, detail reference intended to 7/S4.5.
- 2.) RESPONSE: Provide specified finish to all exposed sides of retaining wall.

RFI #024

QUESTION: Reference Drawing L0.01, Site Furnishing Legend: Bike Rack, Forms & Surfaces no longer manufactures SKFRE-ALU TRIO Bike Rack. Please provide alternative.

ANSWER: TRIO Bike Rack type is still the intent. Model clarification should be SKTRO. Color/Finish to be as specified per plan.

RFI #025

QUESTION: Reference L0.01, Key Note 8. Stained Concrete Band: Please provide detail at areas where required and stain information (Product, etc.).

ANSWER: Clarification; Keynote 8 description revised to ‘Vehicle Scale’; and reference to detail 12 sheet A1.03. Provide 6” wide contrasting paint strip on edge of Vehicle Scale.

HEERY

RFI #026

QUESTION: Paragraph 3.6.1 on Pg.12 General Conditions: States “Contractor shall secure and pay for all permits, approvals, government fees, licenses and inspections...” however, Paragraph 1.3-A on Pg.1 of Specification Section 01 4523, Testing and Inspection Services, States “The City of West Hollywood shall supply personnel...”. Is the cost of test and inspection paid by the City of West Hollywood?

ANSWER: Confirmed.

RFI #027

QUESTION: Refer to Bidder RFI #8, attachment “A”, Partial Drawing L1.01: Please confirm the circled Key Note #1 should be Key Note #2.

ANSWER: Confirmed.

RFI #028

QUESTION: Item 1, 'Bidder's Representations' (page 2 of 9), of the Bid Form states that all work shall be completed within 508 calendar days of the date specified in the Notice to Proceed. Please confirm the estimated date for the start of construction is January 20, 2014, as mentioned in the mandatory pre-bid conference October 24, 2013.

ANSWER: The estimated date for the start of construction is January 6, 2013.

RFI #029

QUESTION: Specification Section 12 3661 (Simulated Stone Countertops) and Specification Section 12 9300 (Site Furnishings) are listed in the Table of Contents (00 0010), yet are missing from the electronic files. Please provide electronic copies of these (2) sections.

ANSWER: See the attached Division 12 Sections, 12 3661 and 12 9300.

RFI #030

QUESTION: Item 9, 'Allowances' (page 3 of 9), of the Bid Form states that bidders shall incorporate into their bids an allowance for the fabrication and installation of the automated vehicle storage and retrieval system. Please provide any details, assembly instructions, software requirements, or any other information that would assist in learning the specific requirements for the electrical, plumbing, concrete and other trades affected by the installation of this system. Please also provide a copy of a sample contractual document that provides all necessary information regarding warranty, special conditions, inclusions & exclusions, etc.

ANSWER: The scope of work included in the required 'Allowance' is the Contract Sum for the Agreement between the Contractor and Unitronics. All requirements for electrical, plumbing, concrete and other trades affected by the installation of this system are defined in the Bid Documents. Contractor is obligated to coordinate the work of all other trades with Unitronics' work as defined in specification 01 3113 “Project Coordination.”

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RFI #031

QUESTION: Please provide both the overall expected duration of the installation of the Automated Vehicle Storage and Retrieval System (AVSRS) and a schedule of individual tasks to be completed. Is this work included within the overall project duration of 508 calendar days? If so, does this work follow the completion of all other work on site, or is it to be coordinated with various other trades. Please explain.

ANSWER: The attached preliminary construction schedule is an example of and identifies a breakdown of major tasks for the AVSRS and the relationship of those tasks to other trade work necessary to complete the project.

RFI #032

QUESTION: The finish tolerances for slabs are provided in Specification Section 03 3500 (Concrete Finishing). As specified in Section 3.8.G.2.c.3.a, all Parking Slabs shall have a minimum FF = 32 +0.0 inch, -3/16" for every 24 inches. Does the SEOR expect that the elevated slabs will yield permanent measurable deflection? If so, is there a specific pre-camber adjustment required for the falsework for the elevated slabs? Please provide. Also, please confirm that any permanent deflection that is the result of the structural design, which causes the floor flatness to fall out of specified tolerance shall not be the responsibility of the Contractor.

ANSWER: Slab has been designed to meet or exceed criteria stated on Contract Documents. Contractor is required to meet all indicated tolerances as provided in Specifications and Drawings. Use of camber to achieve required tolerances is at the discretion of the Contractor. Note: indicated FF criteria is measured prior to removal of temporary support.

RFI #033

QUESTION: Section 01 4000.1.10.A states that bidders must provide a QC manager at the project site to manage and implement the QC program. Must this be the sole duty of this officer, or may a trained & certified QC manager be a part of the construction work force as well?

ANSWER: Refer to RFI #016 response

RFI #034

QUESTION: The plans do not show a Carbon Monoxide (CO) control system. Please confirm that one is not required. If a CO system is required, please provide details and specifications.

ANSWER: The project does not require and will not include a Carbon Monoxide (CO) monitoring system. Please note that automobiles will not be operating within the parking structure.

RFI #035

QUESTION: On drawing Sheet M2.01, Detail 01 'Storage Enclosure Plan' has Note 'M-7300' which points to a box representing a relocated (existing) Data Room Condensing Unit. The note states to rotate and re-connect as required. More information is required. Please provide details and instruction as to what is required.

HEERY

ANSWER: Refer to sheets A1.01, C0.01, C1.01. Existing AC unit is a Liebert air-cooled condensing unit, located at grade adjacent to the City Hall and serving a data center within the City Hall. The AC unit to be relocated approximately 6 feet and rotated 90 degrees as indicated on Sheet A1.01.

RFI #036

QUESTION: Specification Division 23: Heating, Ventilation & Air Conditioning (HVAC); Sheets M0.01 & M0.02 General Note #19 states that the Mechanical Contractor must provide duct smoke detectors for all duct systems with air flows greater than or equal to 200 CFM. Please confirm that this applies only to Exhaust Fans EF/2 and EF/3.

ANSWER: Disregard General Note #19 on Sheet M0.01. Dedicated smoke detectors are not required for exhaust fans in the project. EF-2 and EF-3 shall be interlocked with area-wide fire alarm system, including both fan enable/disable and fan speed (VFD) control override by the fire alarm system.

RFI #037

QUESTION: Drawing A3.01 Item # 08.04 points to four (4) Metal Roll-Up Doors, yet the note says "N.I.C.". Please confirm that these doors are not included in the scope of this contract. Also, provide details for any embedded items, electrical items, etc. that will need to be installed as part of this contract scope.

ANSWER: The referenced four metal roll-up doors are furnished and installed by Unitronics. All embeds and electrical items required for the operation of these doors is included in the bid documents.

RFI #038

QUESTION: Drawings A2.01, A3.03 & A4.02 Items # 11.01, 11.02 & 11.05 point to four (4) Ticket Dispensers (Skidata - Column Gate), one (1) Pay on Foot (Skidata - Easy Cash) and one (1) Pay on Foot (Skidata - Credit Cash) Machines, yet the notes all say "N.I.C.". Please confirm that these dispensers/machines are not included in the scope of this contract. Also, provide details for any embedded items, etc. that will need to be installed as part of this contract scope.

ANSWER: Equipment is to be provided by the City's vendor. Communication between AVSRS control system and Ticketing/Pay-on-Foot (Skidata) equipment/software is required as an integral part of the proper operation of the AVSRS.

RFI #039

QUESTION: Drawings S1.1 & S4.2 Concrete General Structural Note # 2 states that pea gravel mixes (3/8" diameter) shall not be used for regular weight concrete. Some of the concrete columns detailed on Sheet S4.2 are narrow (12" wide) with heavy concentration of reinforcing steel. Will pea gravel mixes be allowed for these columns to avoid rock pockets (and repair of such) and improve the quality of the columns?

ANSWER: Pea gravel mixes will be accepted provided that they comply with all other stated requirements for structural concrete.

HEERY

RFI #040

QUESTION: Note #2 on Sheet C0.01 indicates that there is a separate street improvement contract for Sweetzer Avenue. Please confirm that no permanent street improvements are required for this contract, with the exception of possibly some minor AC or concrete pavement patch work.

ANSWER: No permanent street improvements are required for this contract except repair to conditions caused by Contractor.

RFI #041

QUESTION: Will the overhead power lines along Sweetzer Avenue be relocated (by Others) prior to the start of work for this contract?

ANSWER: The overhead power lines along Sweetzer Avenue in front of the project site will be relocated to underground by others. However, the work will NOT be complete prior to the start of work. The work is scheduled to be complete by the first week in March, 2014.

RFI #042

QUESTION: Section 01 1100.1.3.A lists a proposed schedule of work for the AVSRS system. Please provide individual durations and/or an overall duration of this work to be performed, and when it is to be sequenced into the overall project schedule for the work to be completed within this contract.

ANSWER: Section 01 1100.1.3.A identifies a sequence of activities only and does not provide a proposed schedule. Per response to RFI #031, the attached preliminary construction schedule identifies a reasonable breakdown and timeline of major tasks for the AVSRS and the relationship of those tasks to other trade work necessary to complete the project.

RFI #043

QUESTION: Site Plan Sheet E1.01 shows pick-up points for the existing feeders to the City Hall switchboard and ATS, however, there is no document showing the location of the City Hall electric room, or anything indicating the distance required to pull the new feeder cabling. Please provide this information.

ANSWER: Refer to SKE-001.

RFI #044

QUESTION: Note #8 on Site Plan Sheet E1.01 calls for conduit to run up the side of the building and then into the MPOE. However, there is no document showing the location of the MPOE within the City Hall building, or the routing these conduits should take. Please provide this information.

ANSWER: Refer to SKE-001.

RFI #045

QUESTION: Is it acceptable to cast Schedule 40 PVC for sleeves within the concrete columns?

ANSWER: Electrically this is acceptable. Verify with structural engineer.

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RFI #046

QUESTION: Electrical Site Plan Sheet E1.02 calls for two (2) locations to have an exit sign type "X". The fixture schedule does not include a type "X" specification. Please provide the specification for this fixture.

ANSWER: Refer to SKE-002.

RFI #047

QUESTION: The Single Line Diagram on Sheet E3.01 calls for a service rated disconnect switch to be installed in the new generator feeder to the existing City Hall. However, the Site Plan does not show where this disconnect is to be located. Please provide location of this switch.

ANSWER: Refer to SKE-003.

RFI #048

QUESTION: The Site Plan does not provide a reference or information for intercepting the existing ATS control circuitry between the generator and the City Hall ATS. Please provide conduit size and quantity of wire for ATS controls that need to be extended to new generator location.

ANSWER: Refer to plan note 13 at sheet E1.02 for conduit size. Number of conductors may vary from manufacturer to manufacturer. For bidding purposes include eight (8) #12 conductors.

RFI #049

QUESTION: Note #4 on the Site Plan on Sheet E1.01 calls for relocated HVAC equipment. However, the existing location of this equipment is not shown. Provide location of existing equipment and the circuit size that needs to be extended to the new location.

ANSWER: Existing location of HVAC unit is approximately 10 feet away. Provide (1) 1" conduit and (4) #6 conductors.

RFI #050

QUESTION: Section 01 7133.1.3.A (Interruption of Building Services) states that continuous services to all existing facilities much be maintained during construction except for a "shut-down" of existing facilities. The existing generator is located inside of the footprint of the new structure. That, combined with the location of the existing DWP transformer makes it not feasible to perform a "cut-over" with DWP at the end of construction, as the excavation of footings will be delayed. We propose the following order of events for the "cut-over": 1. Install new DWP transformer pad, primary and secondary conduits. 2. Install new MSD switchboard. 3. Install new 300KW generator. 4. Install new feeders around the west end of the structure to the new pullboxes adjacent to the existing generator. 5. Excavate to intercept the existing feeders to the City Hall. 6. Get City inspection on the new switchboard and get them to release power to DWP. 7. Get DWP to energize the new transformer. 8. Schedule shut-down with City Hall. 9. Implement weekend shut-down to do the cut-over. 10. Once cut-over is complete, DWP removes existing transformer. 11. Footings for new structure can be started. Please confirm that this procedure is acceptable. If not, would it be possible to remove the existing generator

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early and have the portable, temporary 100KW unit put into service. Please note that this will require additional fuel and rental costs depending on usage during construction. Also, is a 48-hour "blackout" of the City Hall building allowed, or will temporary power be required to the City Hall building during the shut-down?

ANSWER: See Specific Plan Note #1 at E1.01

RFI #051

QUESTION: The Electrical plans do not currently show any lighting on the Site Plans identified as 'Path of Egress' for City Hall, which will need to be maintained during construction. Please provide locations and specifications for any required lighting.

ANSWER: Temporary lighting is required to provide a clear path of travel for exiting through a safe and temporary path from the existing building exits to the perimeter of the project site.

RFI #052

QUESTION: The Table of Contents (00 0010) states that Electronic Safety and Security (Division 28) is "Not applicable to project", yet there are call-outs in the drawings to provide poles on the site and details showing cameras. Is there any work related to this scope that is included in this contract? If so, please specify.

ANSWER: Provide all work shown on the drawings. Coordination will be required with City's security vendor.

RFI #053

QUESTION: Please confirm that the following is a complete list of Bid Documents that must be completed and/or signed and submitted in a sealed envelope for acceptance, compliance and consideration: 1. Bid Form (9 pages), 2. City of West Hollywood Construction Agreement (8 pages), 3. Bid Bond, 4. Certification, 5. Noncollusion Affidavit, 6. Faithful Performance Bond, 7. Insurance Requirements, 8. Labor and Materials Bond.

ANSWER: No. The bid submittal does not include items 2, 6, or 8. Items 2, 6 and 8 are only required after approval of the responsible low bidder. All other items are required as part of the bid submittal.

RFI #054

QUESTION: Please confirm that the costs for a Faithful Performance Bond and for a Labor and Materials Bond must be included in the Lump Sum bid amount.

ANSWER: Confirmed.

RFI #055

QUESTION: Per Section 7.1.7 of the soils report Conclusions and Recommendations, as an alternate to creating an engineered fill blanket for slab support, the concrete slab-on-grade may be designed as a structural slab that derives all support from the deepened foundation system. Please confirm that the slab-on grade (5" thick with #4 @ 16" each way) is designed as a structural slab and thus the engineered fill blanket is not required.

ANSWER: The slab on grade is not designed as a structural slab.

HEERY

RFI #056

QUESTION: Per Section 2.9 (Concrete Mixture for Building Elements), Items A.5.c.(1-7), all walls shown on the Architectural First Floor Plan are to include a waterproofing admixture. Please confirm that this only applies to walls with surfaces that are retaining earth or that are subterranean, and not to aboveground interior concrete (walls, columns, deck soffits, etc.). Also, please confirm that exterior concrete (walls, columns, decks, etc.) above the First Floor Level that are not retaining earth do not require waterproofing admixture.

ANSWER: Per 03 3000, 2.9, A.5.c., applies to all concrete as specifically scheduled. Items 4) and 6) can be identified from the first floor plan. This schedule is not limited to the Architectural First floor. The first floor includes references for conditions mentioned in the schedule, but does not preclude other areas listed in the schedule.

Per 03 3000, 2.9, B., further specifies the locations respective to this heading's elements per the schedule 4.c.

RFI #057

QUESTION: (Cast-In-Place Concrete) & Section 03 3500 (Concrete Finishing) Per Section 3.12 (Protection, and Cleaning), Item A.1 states that "All exposed exterior building concrete shall be repaired, 'sack and patched' under this scope of work...". Yet Section 3.11 (Repairs), Item C.2 states "Repair defects (sacking) on surfaces exposed to view...". Please confirm that only exterior wall, column, and slab edge surfaces that are exposed to public view are to receive a sack and patch finish, and that all interior concrete surfaces (walls, columns, deck soffits, etc.) or non-exposed concrete surfaces do not require a sack and patch finish.

ANSWER: Paragraph 3.12, A.1. is specific to areas being primed and painted. This is the majority of the exterior building portions exposed to public view (with specific interior concrete areas per 06/A4.06 and sheet A4.01). In addition, provide painted concrete surfaces exposed to view in Office 103.

Paragraph 3.11, C. is a general statement and would still apply to the remaining portions of the project.

RFI #058

QUESTION: Specification Division 03: Section 03 3000 (Cast-In-Place Concrete) Are there any shrinkage requirements for the cast-in-place concrete deck slabs? No mention was made in the concrete specifications of a maximum dry shrinkage requirement.

ANSWER: Shrinkage requirements for structural concrete are stated on General Structural Notes sheet S1.1

HEERY

RFI #059

QUESTION: Is it safe to assume that footings and foundations may be earth-formed (cast directly against neat-cut earth), provided we follow the guidelines provided in Section 32 3300, Item 3.2.A&B as well as OSHA and governing agency requirements?

ANSWER: This is at the discretion of the Contractor, provided all clear cover requirements are met as stated in Specifications and Drawings.

HEERY International, Inc.

Orlando De Leon

CC: Dan Adams
Larry Chiu
Donn Uyeno

This Agreement ("Agreement") is made on this 18th day of April, 2011, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and Unitronics Inc., 2 Executive Drive, Suite 345, Fort Lee, New Jersey 07024 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids for design, fabrication, installation and maintenance of a City Hall Automated Vehicle Retrieval and Storage System ("AVRSS"), bids were received, publicly opened, and declared on the date specified in the notice.
- B. On May 2, 2011, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted CONTRACTOR'S bid for performance of the project; and

NOW, THEREFORE, CITY and CONTRACTOR mutually agree as follows:

1. **SERVICES.** Design, engineer, fabricate, install and maintain for a 10-year period an approximate 200-space automated vehicle retrieval and storage system within a new parking structure behind City Hall in accordance with the Request for Bid documents (2/14/11) and Addendum #1 (3/14/11) and #2 (3/17/11). This Agreement shall be performed in three phases as follows:
 - 1.1 Phase One shall consist of design of the AVSRS. Phase 1 shall be governed by the terms and conditions set forth in the body of this Agreement.
 - 1.2 Phase Two shall consist of fabrication and installation of the AVSRS, which CONTRACTOR shall perform pursuant to a subcontract with the general contractor selected by CITY to construct the building in which the AVRSS will be installed. CONTRACTOR shall execute a subcontract for performance of Phase Two with the eventual general contractor on commercially reasonable terms customary for the West Hollywood/Los Angeles area and in accordance with the project plans and specifications. The eventual executed subcontract shall be attached hereto as Attachment A to this Agreement.
 - 1.3 Phase Three shall consist of post-construction maintenance of the AVSRS pursuant to the terms and conditions set forth in Attachment B to this Agreement.
2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and issuance by CITY of a Notice to Proceed and shall expire as follows:

2.1 Phase One shall commence upon written notice to proceed from City and shall be completed within 372 calendar days from notice to proceed.

2.2 Phase Two is contemplated to commence on or about May 11, 2012 and contemplated to be completed on or before July 4, 2013 upon City's acceptance of the project and recordation of a Notice of Completion of the Project.

2.3 Phase Three shall commence upon acceptance of the project on or about July 5, 2013 and expire ten years' thereafter, on or about July 4, 2023.

3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed \$2,640,000.00 for services provided pursuant to this Agreement, to be allocated among the three phases as follows:

3.1 Phase One: \$1,080,000.00 (One Million Eighty Thousand and no/100 Dollars).

3.2 Phase Two: \$720,000.00 (Seven Hundred Twenty Thousand and no/100 Dollars).

3.3 Phase Three: \$840,000.00 (Eight Hundred Forty Thousand and no/100 Dollars).

Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for Phase One services performed to the CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. Payment terms for Phase Three shall be as described in Attachment B to this Agreement; payment terms for Phase Two shall be as described in CONTRACTOR'S subcontract with the general contractor.

4. **CONTRACT ADMINISTRATION.**

4.1. **The CITY's Representative.** Unless otherwise designated in writing, Oscar Delgado shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

4.2. **Manager-in-Charge.** For the CONTRACTOR, Yair Goldberg shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the

CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost

(including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to be proportionate to its liability. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONTRACTOR's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

7. **INSURANCE REQUIREMENTS.** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City. CONTRACTOR shall provide the following types and amounts of insurance:

- 7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 7.1.2. **General Liability Coverage.** Using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$300,000 per accident. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
- 7.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain Professional Liability or Errors and Omissions Insurance as appropriate and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.
- 7.1.5. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not

covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of CONTRACTOR, subCONTRACTORs or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- 7.2. **Endorsements.** Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII. CONTRACTOR and City agree to the following with respect to insurance provided by CONTRACTOR:
- 7.2.1. CONTRACTOR agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
 - 7.2.2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONTRACTOR, or CONTRACTOR's employees, or agents, from waiving the right of subrogation prior to a loss. CONTRACTOR agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 - 7.2.3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

- 7.2.5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 7.2.6. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.
- 7.2.7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR, at City option.
- 7.2.8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
- 7.2.9. CONTRACTOR agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
- 7.2.10. CONTRACTOR agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of

work on the project contemplated by this agreement to self-insure its obligations to City. If CONTRACTOR's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

- 7.2.11. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the City will negotiate additional compensation proportional to the increased benefit to City.
- 7.2.12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 7.2.13. CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of City to inform CONTRACTOR of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- 7.2.14. CONTRACTOR will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- 7.2.15. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONTRACTOR's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

- 7.2.16. The provisions of any workers' compensation or similar act will not limit the obligations of CONTRACTOR under this agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 7.2.17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 7.2.18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
- 7.2.19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 7.2.20. CONTRACTOR agrees to be responsible for ensuring that no contract used by any party who is brought onto or involved in the project by CONTRACTOR reserves the right to charge City or CONTRACTOR for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- 7.2.21. CONTRACTOR agrees to provide immediate notice to City of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY.

If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.**

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **LIVING WAGE ORDINANCE, No. 97-505.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
13. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
14. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
15. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
16. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CONTRACTOR shall own all documents and other work product of the CONTRACTOR, including the CONTRACTOR's notes and workpapers, and proprietary information, and all rights thereto, including copyrights. The City is hereby granted a license to use all such materials for purposes of this project,

subject to the terms of the Software Licensing Agreement and Escrow agreement, attached hereto as Attachment C. Any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY.

17. **PROMOTION.** The CONTRACTOR shall have the right to include representations of the design of the project, including photographs of the exterior and interior, among the CONTRACTOR's promotional and professional materials after authorization in writing by the CITY. The CONTRACTOR's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONTRACTOR in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONTRACTOR on the construction sign and in the promotional materials for the project.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The 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 the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314

Attention: Oscar Delgado

CONTRACTOR:

UNITRONICS
2 Executive Drive, Suite 345

Fort Lee, New Jersey 07024

Attention: Yair Goldberg

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **PERFORMANCE BOND.** CONTRACTOR shall maintain on file with CITY for the duration of Phases One, Two and Three, a performance bond in the amount of \$2,640,000.00 issued by a surety acceptable to CITY. At completion of Phase One, the performance bond may be reduced sufficient to cover Phases Two and Three. At completion of Phase Two, the performance bond may be reduced sufficient to cover Phase Three and may thereafter be reduced in amount by 1/10th each year the maintenance agreement is in effect. Enrollment in a Subguard Insurance Program administered and endorsed by the general contractor in Phase Two is acceptable in lieu of a performance bond for that Phase of the Work.
22. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
23. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
24. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
25. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
26. **CONTRACT DOCUMENTS.** This Agreement shall consist of the following documents:

26.1 This Agreement.

26.2 Executed subcontract between CONTRACTOR and the general contractor, attached hereto as Attachment A.

26.3 Maintenance Agreement attached hereto as Attachment B.

26.4 Software License Agreement and Escrow Agreement attached hereto as Attachment C.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 20_____.

CONTRACTOR: Company Name

Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

ATTACHMENT A

ATTACHMENT B



Unitronics Inc.
1 Batterymarch Park
Quincy, MA 02169

Tel: 617 657 6596

SUPPORT AND MAINTENANCE AGREEMENT

This Support and Maintenance Agreement (the "**Agreement**") is dated as of this __ day of ____, 20__, by and between The City of West Hollywood ("**WEHO**") of ____, West Hollywood, CA ____, and Unitronics Inc., a corporation organized under the laws of Delaware and having its principal place of business at Quincy, Massachusetts (hereinafter "**Unitronics**").

WHEREAS WEHO and Unitronics previously entered into a certain Agreement for design of an automatic parking system in West Hollywood (the "**Design Agreement**")

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein, Unitronics and WEHO do hereby agree as follows:

1. The Services

Unitronics hereby undertakes and agrees to provide the support services detailed hereunder to WEHO in connection with the AVSRS System (as defined under the Design Agreement; hereinafter: the "**AVSRS System**") throughout the Term (as defined hereunder). The services (the "**Services**") shall include general operational support services, all as further detailed herein below:

1.1 General Operational Support and Response Time

Unitronics shall provide WEHO with toll-free telephone technical assistance for inquiries delivered pursuant to the provisions of Section 1.2 below, related to control, Software (as defined under the Design Agreement) and mechanical operation and maintenance of the AVSRS System (hereinafter: the "**Remote Support Technical Center**") in accordance with the following response times:

(a) In the event that WEHO's call and/or request for service ("**Call For Service**") received by Unitronics' Remote Support Technical Center from 8:00 a.m. to 18:00 p.m. Pacific Standard Time on any week day (Monday through Friday) during the Term, and except holidays observed by Unitronics in its ordinary business, then such request shall be attended by the Remote Support Technical Center within 60 minutes of receiving the call, via telephone and/or Unitronics' Wide Band internet based remote access to WEHO servers located at the AVSRS System.

(b) Any Call For Service received by the Remote Support Technical Center after the above hours, on weekend and/or holidays shall be attended by the Remote Support Technical Center within 60 minutes of receiving the call via telephone and/or Unitronics' Wide Band internet based remote access to WEHO servers locate at the AVSRS System.



Unitronics Inc.
1 Batterymarch Park
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(c) In case of a Call For Service, which in Unitronics' sole discretion shall require any on-Site technical assistance to WEHO, then Unitronics undertakes to dispatch such technician as soon as possible upon receiving the call.

1.2 **A Call for Service**

WEHO's Call For Service shall be delivered by one or more of three (3) contact persons nominated by WEHO and identified in writing to Unitronics (the "**Contact Persons**"). WEHO undertakes to promptly inform Unitronics of any change in the identity of any such Contact Person. The Contact Persons will be qualified by Unitronics to identify and provide preliminary assistance for the AVSRS System's failures/problems.

Any Call For Service shall be delivered to the Remote Support Technical Center via telephone and accompanied (via fax) with a written description of the relevant problem and/or failure, including the exact date of its detection by WEHO and the actions taken (if any) by WEHO in this respect (in accordance with a certain form of report to be provided by Unitronics), no later than 24 hours following the Call For Service.

In the event that conflicting Calls For Service are made to the Remote Support Technical Center by the Contact Persons, then Unitronics shall have the right, at its sole election, to withhold and cease all further proceedings in, and performance of services for any conflicting calls under this Agreement until being instructed by WEHO's contact person _____ to which Call For Service Unitronics should attend.

1.3 **Cancellation of a Call for Service**

Any notice of cancellation of a Call For Service shall be provided to the Remote Support Technical Center in writing (via fax) and duly signed by a Contact Person. Any such notice shall detail the reasons for the cancellation including any actions taken (if any) by WEHO in this respect.

It is hereby agreed that any notice of cancellation of service received following the dispatch of a technician (as detailed under Section 1.2 above) shall not relieve WEHO from its obligations to pay a cancellation fee of _____.

1.4 **Preventive Maintenance**

During the Term of this Agreement, Unitronics shall provide WEHO with one (1) preventive maintenance treatment for the main components of the AVSRS System



Unitronics Inc.
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and especially for the shuttle cars and the elevators (the “**Preventive Maintenance Treatment**”) every 6 (Six) months, unless an earlier treatment is automatically recommended by Unitronics Management Software.

The Preventive Maintenance Treatments shall require the cessation of the work of the respective components of the AVSRS System for the following periods:

Each shuttle car or elevator: up to 1 day

The cessation of the work of the applicable components shall be performed in coordination with WEHO. Unitronics shall specify in advance the length of time it estimates to be required for each such Preventive Maintenance Treatment for a specific item/component of the AVSRS System, and WEHO shall make each such item/component available to Unitronics to perform the Preventive Maintenance Treatment.

Unitronics shall exert best efforts to ensure that that Preventive Maintenance Treatment will be performed during times that are convenient to WEHO’s work schedule and in order to allow the regular operation of the remaining portions of the AVSRS System (not being treated pursuant to the provisions above).

1.5 **Management Software Maintenance and Updates**

During the Term, in addition to the management Software maintenance provided pursuant to the provisions of Sections 1.1-1.3 above, Unitronics shall deliver and install with no charge such Updates for the Software and the PLC (as both terms defined in the Design Agreement) whenever available and as generally provided by Unitronics at its sole discretion to other customers, which purchased similar maintenance services.

For the purpose hereof the term “**Updates**” shall mean modifications, updates, patches and/or corrections of the Software and the PLC that relate to the performance or the correction of errors.

Unitronics makes no representation or warranties as to the content of an Update and is under no obligation to incorporate any newly developed features and/or functionality and/or improvements into any such Update.

It is further agreed and understood that installation of any such Update is subject to WEHO's obligation to provide any required updates or upgrades to components of WEHO’s hardware, servers and network as Unitronics shall determine and subject further to WEHO’s prior written consent (such Microsoft operating System updates, network components patches and updates etc.).



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2. WEHO's Duties and Undertakings

In order to enable Unitronics to perform its obligations hereunder, WEHO undertakes to:

- (a) Ensure the availability and readiness of the Site for the performance of the Services hereunder.
- (b) Allow Unitronics an unlimited and complete access to all the AVSRS System's components and parts.
- (c) Provide Unitronics with uninterrupted and unfettered remote administrative access via ADSL to all servers located at the Site and on which the Software and/or PLC operate.
- (d) Provide Unitronics' personnel/technicians with any permits, clearances and authorizations necessary for entering the Site for the performance of the Services.
- (e) Shut down any component and/or part of the AVSRS System as required for the performance of the Services.
- (f) Adhere to the instructions of Unitronics' technicians/personnel providing the Services hereunder.
- (g) Keep a maintenance log for each component of the AVSRS System and update the log, from time to time, following each treatment, failure and/or replacement performed by Unitronics hereunder, including with respect to the following data:
 - Name and serial number of the part/component of the AVSRS System;
 - Date of issuance of a Call For Service;
 - Description of the failure;
 - Date and time of arrival of Unitronics' personnel/technicians;
 - Description of the treatment/actions performed by Unitronics.
- (h) Accompany Unitronics' personnel/technicians while performing the Services at the Site.
- (i) WEHO shall indemnify, defend and hold harmless Unitronics and its employees, officers, directors, members, managers, agents, representatives, affiliates, successors and assigns (the "Indemnified Parties") from and against any and all loss, damage, expenses, actions, claims and liability, including attorneys' fees, incurred by the Indemnified Parties arising out of or connected with WEHO's ownership and operation of the AVSRS System caused in whole or in part by WEHO's negligent acts or omissions or the negligent acts or omissions of any other party for whom WEHO is responsible.



Unitronics Inc.
1 Batterymarch Park
Quincy, MA 02169

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3. Term

- 3.1 Term and Renewal. The term of this Agreement shall begin on the date of its execution ("**Commencement Date**") and shall expire Ten years following the Commencement Date (the "**First Term**"). This Agreement shall automatically be renewed for successive one-year periods (each an "**Additional Term**"), unless either party gives notice to the other of its desire not to renew the applicable Term not less than ninety (90) days prior to the First Term or any Additional Term (together, a "**Term**").
- 3.2 Termination for Cause with Opportunity to Cure. This Agreement may be terminated for cause by either party upon thirty (30) days written notice for any material breach hereunder, provided such breach is not remedied during such notice period; except, however, that in the event of WEHO's failure to pay amounts due under this Agreement, Unitronics may terminate this agreement for cause upon five (5) days written notice, provided such breach is not remedied during such notice period.
- 3.3 Termination Upon Notice. Either party may terminate this Agreement immediately upon notice to the other should any of the following events occur:
- (A) Such other party makes an assignment for the benefits of creditors which is not cancelled within 60 days; or
 - (B) A trustee or receiver of such other party is nominated for such other party of for any substantial part of such other party's assets by a court of competent jurisdiction and is not removed or discharged within sixty (60) days; or
 - (C) The other party has ceased to provide the Services or ceased its business/operations, for any reason (except an event of force majeure as detailed under Section 8 below) for a period of more than ninety (90) days.
- 3.4 Termination Without Cause. Except as otherwise specified in this Agreement, during each Additional Term each party may terminate this Agreement by giving the other party a sixty (60) days written notice.
- 3.5 Effect of Termination
- 3.5.1 Survival. Terms and conditions of this Agreement, which implicitly were intended to survive its termination, including but not limited to confidentiality and the general provisions hereof, shall so survive.
- 3.5.2 Settlement of Accounts. WEHO shall pay Unitronics all amounts due hereunder within thirty (30) days following the effective date of termination. It is hereby agreed that neither party shall have the right to set-off any sum



Unitronics Inc.
1 Batterymarch Park
Quincy, MA 02169

Tel: 617 657 6596

due to it from the other party.

4. **Fees and Payment Terms and Taxes**

For the Services provided under this Agreement, WEHO shall pay the fees set forth in the Fee Schedule attached hereto as **Schedule** _____. Unitronics shall invoice WEHO on a monthly basis for amounts due under this Agreement. WEHO shall pay all invoices within ten (10) days of receipt. Failure to pay any amounts due shall constitute a material breach on the part of WEHO. All unpaid amounts shall bear interest at the rate of 1% per month. Unitronics shall be entitled to recover its costs and reasonable attorney's fees for any actions taken to recover amounts due from WEHO under this Agreement.

5. **Spare Parts**

5.1 WEHO shall maintain, store and safeguard in its warehouses adequate inventory of critical spare parts determined and provided by Unitronics, which are required for the performance of the Services hereunder. WEHO shall allow Unitronics to access these spare parts and/or retrieve these spare parts in a timely manner upon Unitronics request. For the avoidance of doubt it is hereby agreed that in no event shall Unitronics be responsible for any delay in the performance of the Services hereunder due to the lack of applicable and/or required spare parts that were kept by WEHO or due to their lack of usability due to poor storage conditions.

5.2 Notwithstanding the foregoing, Unitronics will maintain, store and safeguard in its central warehouses additional non critical spare parts that will be delivered by Unitronics to WEHO AVSRS System site whenever required by Unitronics service personnel.

6. **Relationship of the Parties**

Unitronics is an independent contractor in all respects related to this Agreement. The Agreement does not create any employer-employee, agency, partnership, joint venture or other joint relationship between Unitronics and WEHO.

7. **Disclaimer of Warranties; Limitation of Unitronics' Liability**

UNITRONICS' LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES INCURRED BY WEHO ARISING FROM UNITRONICS' DEFAULT OF ANY OBLIGATION UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, SHALL BE LIMITED TO A REFUND OF THE AMOUNT OF FEES WHICH UNITRONICS HAS RECEIVED FROM WEHO UNDER THIS AGREEMENT DURING THE SIX (6)



Unitronics Inc.
1 Batterymarch Park
Quincy, MA 02169

Tel: 617 657 6596

MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION OF WEHO THAT IS THE SUBJECT OF WEHO'S CLAIM. UNITRONICS MAKES NO WARRANTIES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND WILL NOT APPLY TO THE SERVICES TO BE PERFORMED BY UNITRONICS UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL UNITRONICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST SALES OR PROFITS, WHICH IN ANY WAY ARISE OUT OF OR RELATE TO THE SERVICES TO BE RENDERED BY UNITRONICS UNDER THIS AGREEMENT, EVEN IF UNITRONICS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8. **Force Majeure.**

Unitronics shall not be liable to WEHO for delays in the performance of this Agreement caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, wars, riots, earthquakes, strikes, fires, floods, shortages of labor or materials, labor disputes, accidents, governmental restrictions or other causes beyond Unitronics' reasonable control. In the event of any such delay, the performance by Unitronics shall be extended equitably based on the duration, nature or reason of delay. Unitronics shall notify WEHO in writing of any such events or circumstances promptly after their occurrence.

9. **Miscellaneous.**

This Agreement supersedes any and all other agreements, either oral or written, and contains all of the covenants and obligations between the parties pertaining to the West Hollywood City Hall parking garage. In the event any one or more provisions contained in this Agreement should be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and the remaining provisions will remain in full force and effect. No modification or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.



Unitronics Inc.
1 Batterymarch Park
Quincy, MA 02169

Tel: 617 657 6596

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first above written.

The City of West Hollywood, CA

By: _____

Title: _____

Unitronics Inc.

By: _____

Title: _____



Unitronics Inc.
1 Batterymarch Park
Quincy, MA 02169

Tel: 617 657 6596

EXHIBIT

Fees and Terms

- a. From the Functional Acceptance, Unitronics will provide for a **monthly payment of \$7,000** the following services:
- 1) 24X7 hot line support
 - 2) Remote CCTV access for facilitating the hot-line support
 - 3) Permanent presence in the greater Los Angeles (California) area, of a knowledgeable available technician for on-call site visits
 - 4) Preventive maintenance visits (mechanical and electrical components) performed every 6 (Six) months on-site
 - 5) Remote software maintenance, remote software updates and new versions

ATTACHMENT C



Unitronics, Inc. (Headquarters)
1 Batterymarch Park
Quincy, MA 02169
Tel: (617) 657-6596
Fax: (617) 657-6598

Unitronics, Inc. (Eastern Region)
2 Executive Drive, Suite 435
Fort Lee, NJ 07024
Tel: (201) 592-1444
Fax: (201) 592-1544

Unitronics, Inc. (Western Region)
6711 Forest Lawn Drive
Los Angeles, CA 90068
Tel: (323) 257-5557

AGREEMENT FOR MANAGEMENT SOFTWARE AND LIFETIME LICENSE

This Agreement, made and entered into this 4th day of May, 2011, by and between the City of West Hollywood (hereinafter "**WeHo**"), West Hollywood, CA; and Unitronics Inc., a corporation organized under the laws of Delaware and having its principal place of business at Quincy, Massachusetts. (hereinafter "**Unitronics**").

Whereas WeHo and Unitronics have entered into a certain Agreement for design and construction of an Automated Vehicle Storage Retrieval System (the "**AVSRS**") to which this Agreement is attached as Attachment C (the "**Main Agreement**"); and

Whereas Unitronics specializes, inter alia, in the design and development of advanced software solutions for management of AVSRS; and

Whereas Unitronics undertook pursuant to the terms of the Main Agreement to grant WeHo a certain license to use the Software (as defined below) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein, Unitronics and WeHo do hereby agree as follows:

1. DEFINITIONS

All capitalized terms shall have the meaning given to them below or in the Exhibits attached to this Agreement, unless specifically otherwise defined herein.

1.1 "**Documentation**" shall mean the user, technical and system administrator manuals and documentation and other materials provided by Unitronics necessary for the operation, support and maintenance of the Software.

1.2 "**Intellectual Property Rights**" shall include all the following: (a) copyrights, including moral rights, registrations and applications for registration thereof; (b) computer software programs, data and documentation; (c) patents, patent applications and all related continuations, divisional, reissue, utility model, design patents, applications and registrations thereof, certificates of inventions; (d) trade secrets and confidential information, know-how, manufacturing and product process and techniques, designs, prototypes, enhancements, improvements, work-in progress, research and development information; (f) other proprietary rights relating to the foregoing.

1.3 "**Updates**" shall mean modifications, updates, patches, fixes and/or corrections of the Software that relate to the performance or the correction of errors. For the avoidance of doubt it is hereby agreed that Unitronics has no special obligation to provide and/or develop such Updates nor does Unitronics undertake to provide WeHo with such Updates unless and to the extent such Updates are generally provided, at Unitronics' sole and absolute discretion, to other customers, which purchased similar maintenance services. Unitronics makes no



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Los Angeles, CA 90068
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representation as to what may be included in an Update and is under no obligation to incorporate any newly developed features and/or functionality and/or improvements into any such Update;

1.4 **"Software"** shall mean the object code, as compiled and runtime version of the APMS and/or PLC software identified on Schedule 1.4 hereto and any Updates thereto, designed or created by or on behalf of Unitronics to operate the APG System (as provided under the Main Agreement).

2. GRANT OF LICENSE

2.1 The License. Subject to the terms and conditions of this Agreement, upon payment of the applicable license fees (which are included in the AVSRS full compensation) set forth herein, Unitronics hereby grants to WeHo, and WeHo hereby accepts from Unitronics, a perpetual non-assignable, non-transferable, non-exclusive, royalty free right to use the Software and related Documentation furnished under this Agreement for the purpose of commercial use and maintenance of the AVSRS System (as provided under the Main Agreement) (the **"License"**). This License shall be limited to use of the Software and related Documentation with the Supplies (as defined under the Main Agreement) furnished under the Main Agreement. The Software will be maintained and debugged by Unitronics at Unitronics' expense, during the period of the Defects Liability Period outlined under Section B.1 of the Main Agreement and thereafter, pursuant to the terms and conditions of the maintenance agreement attached as Attachment B to the Main Agreement.

2.2 No transfer/assignment of License; No sub-License. WeHo shall not transfer and/or assign the license and/or any rights granted hereunder, or enter into any license or sublicense for the use of all or any part of the Software and/or the Documentation to any third party without Unitronics' prior written consent.

2.3 WeHo shall not make any use whatsoever, in the Software or any component thereof and/or the Intellectual Property Rights in and to the Software and the Documentation other than in accordance with the terms of this Agreement. WeHo shall not attempt any of the foregoing or aid, abet or permit any others to do so.

2.4 No Copying. WeHo shall not make, have made, or permit its employees or any third parties to make any copies or verbal or media translations of the Software and/or the Documentation, in whole or part, for any reason (except for a single archive copy of the Software and related Documentation furnished under this Agreement, provided that any such copy must contain the same copyright notice and proprietary markings as the original Software and related Documentation furnished under this Agreement), nor shall any other files become merged with the Software and Documentation. WeHo further undertakes not to install or incorporate the Software or any Updates on a network or other multi-user computer system except at the AVSRS System (as retrofitted under the Main Agreement)

2.5 WeHo shall not alter, modify, disassemble, de-compile, recreate, remove any components and/or marks, change, develop, engineer, reverse engineer and make any use



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Unitronics, Inc. (Western Region)
6711 Forest Lawn Drive
Los Angeles, CA 90068
Tel: (323) 257-5557

whatsoever, in the Software or any component thereof other than in accordance with the terms of this Agreement and the License granted hereunder.

2.6 Restrictive Use Conditions. WeHo shall take such actions as may be reasonably necessary to cause its employees and independent contractors to comply fully with WeHo's obligations under this Agreement with respect to the use, protection and security of the Software and/or the Documentation.

4. CONFIDENTIALITY

The provisions of Section 26.4 of the Main Agreement shall apply, mutatis mutandis, with respect to this Agreement.

5. FEES

It is hereby agreed that in consideration for the grant of the License hereunder, the license fees to be paid by WeHo to Unitronics, are included in the full compensation for the AVSRS which shall be paid in such installments and upon such payment terms as detailed in Section 3 of the Main Agreement.

6. OWNERSHIP AND RIGHTS

Unitronics shall have full and exclusive ownership of all Intellectual Property Rights in and to the Software and the Documentation. WeHo shall not have any rights in or to the Software other than as explicitly stipulated in this Agreement. WeHo will not take or knowingly permit any action that jeopardizes Unitronics' Intellectual Property Rights or acquire any right in the Software. Unitronics or its licensors will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvement or development thereof.

7. AUDIT RIGHTS

During the term of this Agreement and for a period of one (1) year following termination of this Agreement for any reason, Unitronics shall have the right, upon reasonable notice to WeHo and during WeHo's normal working hours, (operation hours of the AVSRS System) to audit WeHo's use of the Software, and the servers, computers and equipment on which the Software operates or resides, to verify WeHo's compliance with this Agreement. WeHo shall cooperate fully with such audit. Unitronics shall have the right to copy any item WeHo may possess in violation of this Agreement. In the event the audit shows any misuse of the Software and/or related services or any violation or breach of this Agreement, WeHo shall pay or reimburse Unitronics for the costs and expenses incurred by Unitronics in performing such audit and any damages resulting from any misuse

Pursuant to the standards and procedures of Unitronics for the use of the Software in conjunction with the maintenance of the automation equipment, Unitronics has the right to audit the facility from time to time. In the event Unitronics finds deviations from the standards and



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 Los Angeles, CA 90068
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procedures, Unitronics shall give written notice to WeHo and WeHo shall remedy such deviations in less than fourteen (14) business days from the notice thereof. Should WeHo not remedy such deviations Unitronics has the right to terminate this Agreement and remove the Software without further notice to WeHo.

8. WARRANTY

The provisions of Section B.1 of the Main Agreement will apply, mutatis mutandis, with respect to this Agreement.

9. LIABILITY

The provisions of Section B.1 of the Main Agreement will apply, mutatis mutandis, with respect to this Agreement.

10. TERM AND TERMINATION

The provisions of Section 5 of the Main Agreement will apply, mutatis mutandis, with respect to this Agreement.

11. GENERAL PROVISIONS

The provisions of Section B.1 of the Main Agreement will apply, mutatis mutandis, with respect to this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first above written.

 The City of West Hollywood, CA
 By: _____
 Title: _____

 Unitronics Inc.
 By: _____
 Title: _____

Schedule 1.4

The content of this schedule is hereby incorporated by reference to Attachment C of the Main Agreement.

May 4th, 2011

To:

(hereinafter referred to as the "Escrow Agent")

Dear Sir,

According to the _____ Agreement (the "Agreement") dated _____ between Unitronics Inc. ("Unitronics") and the City of West Hollywood ("WeHo"), Unitronics undertook to provide certain services to WeHo and to grant WeHo a license to use certain software in connection therewith as further detailed in the Agreement and the Exhibits attached thereto (Unless otherwise specifically defined hereunder, any capitalized term used herein shall have the definition allocated to it in the Agreement).

Pursuant to Section _____ of the Agreement, Unitronics undertook to deposit the Product's Source Code with an Escrow Agent, on the date provided therein, and to instruct the Escrow Agent to release same to WeHo upon the occurrence of certain specific events as therein described. In accordance with the aforementioned, the undersigned hereby irrevocably instruct you as follows:

1. Upon receiving notice (the "Release Notice") duly signed by WeHo to the effect that WeHo had terminated the Agreement due to a Unitronics Liquidation Event and that Unitronics, as a result of such event, is unable to support the Product during the system's service life, then and solely in such case, you are herewith irrevocably empowered and authorized, as the undersigned's legal proxy, with full power and authority, on behalf of the undersigned, subject to the provisions of Section 2 below, to release the Source Code to WeHo.
2.
 - 2.1 Upon receiving the Release Notice the Escrow Agent will immediately send a copy thereof to Unitronics asking for its comments thereto. Such notice shall be sent by certified mail with return receipt, by USPS, to _____ and by email to _____.
 - 2.2 In the event that the Escrow Agent does not receive any written reply from Unitronics within 30 (thirty) Business Days from the day the Release Notice was sent to Unitronics, or in the event that Unitronics will not object to the release of the Source Code in accordance with Section 1 above, the Escrow Agent shall thereupon act in accordance with the provisions of Section 1 above.
 - 2.3 If during the 30 (thirty) Business Days period stated in section 2.2 above, the Escrow Agent will receive a written reply from Unitronics, in which Unitronics objects to such release and details the reasons for such objections, the Escrow Agent will not release the Source Code, and will immediately notify WeHo of such objection. The Escrow Agent will then await for further instructions from both parties jointly or from an arbitrator to be appointed pursuant to the provisions of the Agreement or by _____, upon the Escrow Agent's request, which the Escrow Agent will file upon the written request of any of Unitronics or WeHo, in order to settle the conflict between the parties, in accordance with arbitration proceedings pursuant to Section _____ the Agreement.
3. Notwithstanding any other provision hereof, in the event Escrow Agent receives conflicting demands from Unitronics and WeHo, the Escrow Agent may, in its sole discretion and at WeHo's and Unitronics' jointly expense, file an interpleader action with respect thereto in any court of competent jurisdiction and deposit the Source Code with the clerk of the court or withhold the release of the Source Code until instructed otherwise by court order.
4. The Escrow Agent shall not be responsible for the performance by Unitronics and/or WeHo of their respective obligations under the Agreement.

5. Escrow Agent shall not be required to inquire into:
- (i) the truth of any statements or representations contained in any notices, certificates, or other documents and/or instruments required or permitted hereunder, and it may assume that the signatures on any such documents and/or instruments are genuine, that the persons signing on behalf of any party thereto are duly authorized to issue such documents and/or instruments, and that all actions necessary to render any such documents and/or instruments binding on any party thereto have been duly undertaken, and
 - (ii) the contents, genuineness, conformity, quality, character and the like of any material deposited with it hereunder, and

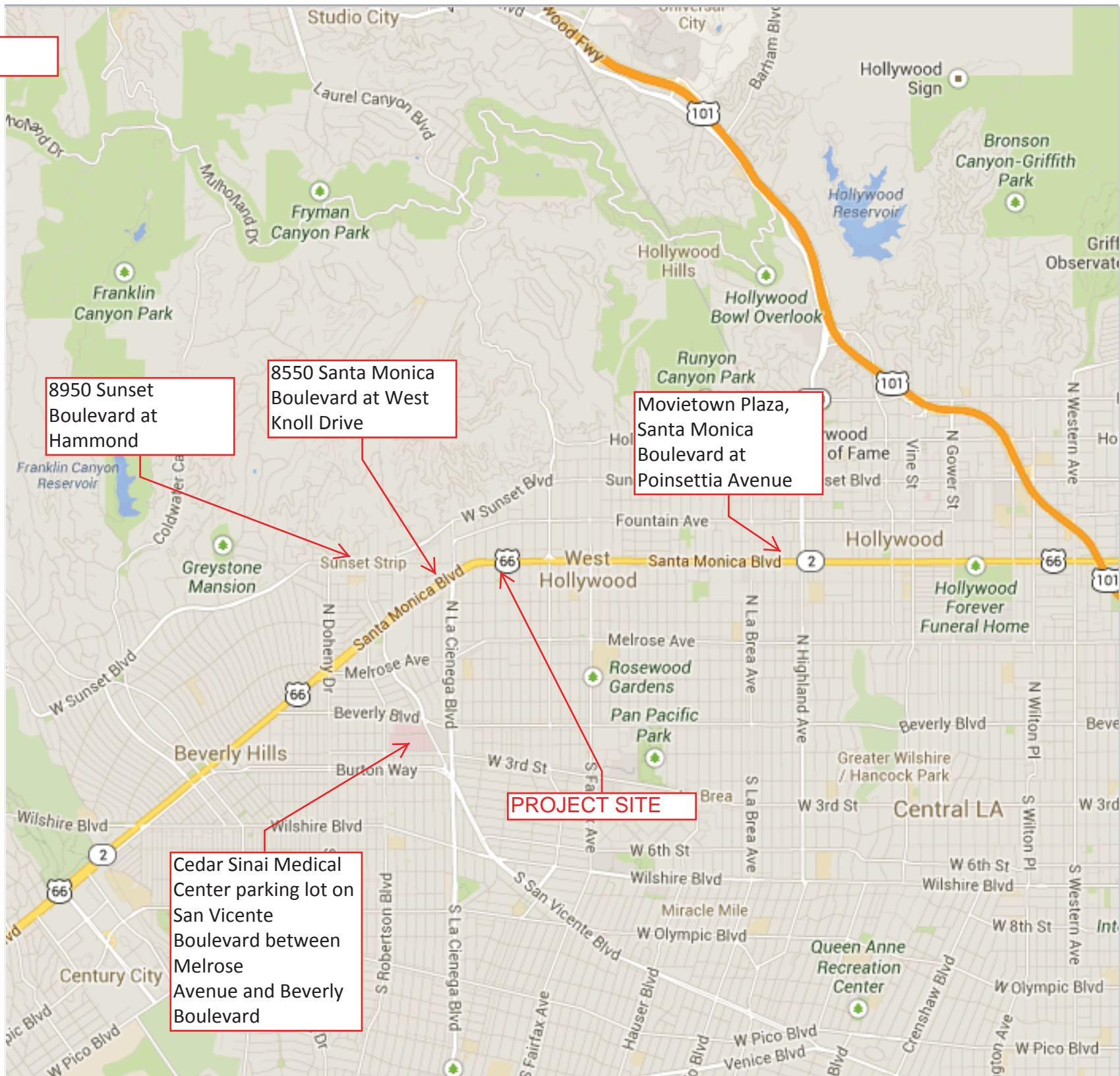
and Unitronics and WeHo, jointly and severally, unconditionally and irrevocably release the Escrow Agent from any liability arising from any matter relating to the above, or any part thereof.

6. Unitronics and WeHo, jointly and severally, hereby (a) release, and agree to indemnify and hold harmless, Escrow Agent from and against any and all liability for losses, damages, and expenses (including attorneys' fees and out of pocket expenses) that may be incurred by it on account of any action taken by Escrow Agent in good faith pursuant to this letter of instructions and (b) agree to defend and indemnify Escrow Agent from and against any and all claims, demands, or actions arising out of or resulting from any action taken by Escrow Agent in good faith pursuant to this letter of instructions.
7. The arrangement under this letter of instructions may be terminated by the Escrow Agent by giving thirty (30) days written notice to WeHo and Unitronics and unless instructed otherwise, in writing, by Unitronics and WeHo jointly, Escrow Agent shall act in accordance with the provisions of Section 9 below.
8. This letter of instructions and the Escrow will terminate upon the earlier of (i) termination of the License for any reason whatsoever, or (ii) upon receiving written notice from WeHo, signed or approved by Unitronics.
9. Upon termination of the Escrow pursuant to this letter of instructions, and unless the Source Code has been released prior thereto in accordance with the provisions hereof, the Escrow Agent will immediately deposit the Source Code with a trust company _____ ("**Alternate Trustee**") who shall act as escrow agent for WeHo and Unitronics under the same terms hereunder and in the event that the alternate Trustee shall be unavailable or shall refuse to act so as escrow agent then with a trust company notified to Escrow Agent by WeHo and Unitronics jointly within ten (10) days of Escrow Agent's notice to such parties. In the event that the Parties fail to provide such joint notice to Escrow Agent within the forgoing period the Escrow Agent will immediately return the Source Code to Unitronics.
10. All notices or communications to be given hereunder shall be deemed to have been duly given or made if given and/or made in accordance with the provisions of Section _____ of the Agreement.
11. The Escrow Agent's fees will be borne jointly by WeHo and Unitronics.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of or related to this Agreement that cannot be amicably resolved between the parties shall occur solely in Los Angeles County, CA.

Unitronics (1989) R”G Ltd.

The City of West Hollywood

RFI #017



8950 Sunset
Boulevard at
Hammond

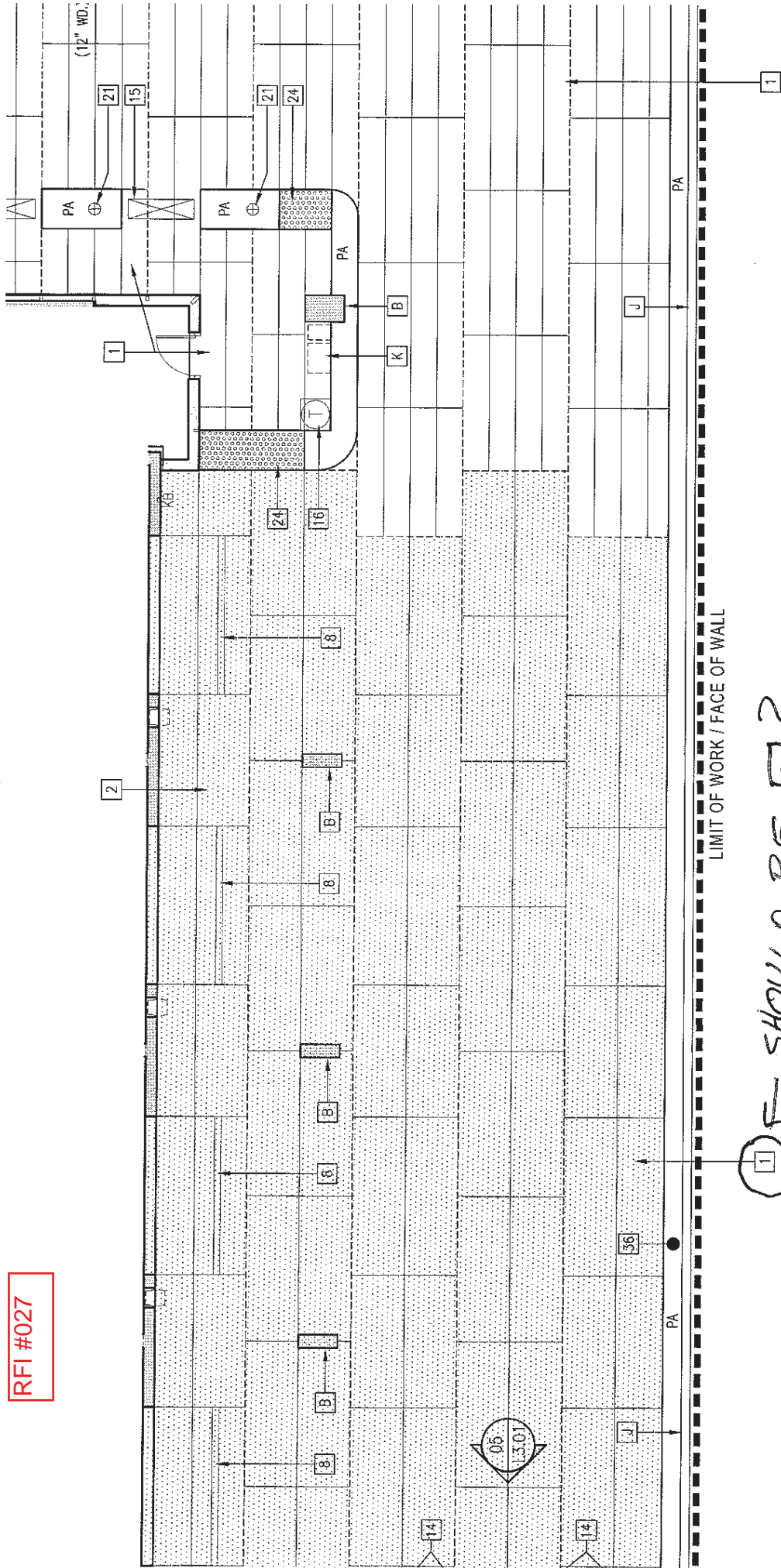
8550 Santa Monica
Boulevard at West
Knoll Drive

Movietown Plaza,
Santa Monica
Boulevard at
Poinsettia Avenue

Cedar Sinai Medical
Center parking lot on
San Vicente
Boulevard between
Melrose
Avenue and Beverly
Boulevard

PROJECT SITE

RFI #027



① F SHOULD BE [2]?

RFI # 8 - ATTACHMENT 'A'

PARTIAL L1101

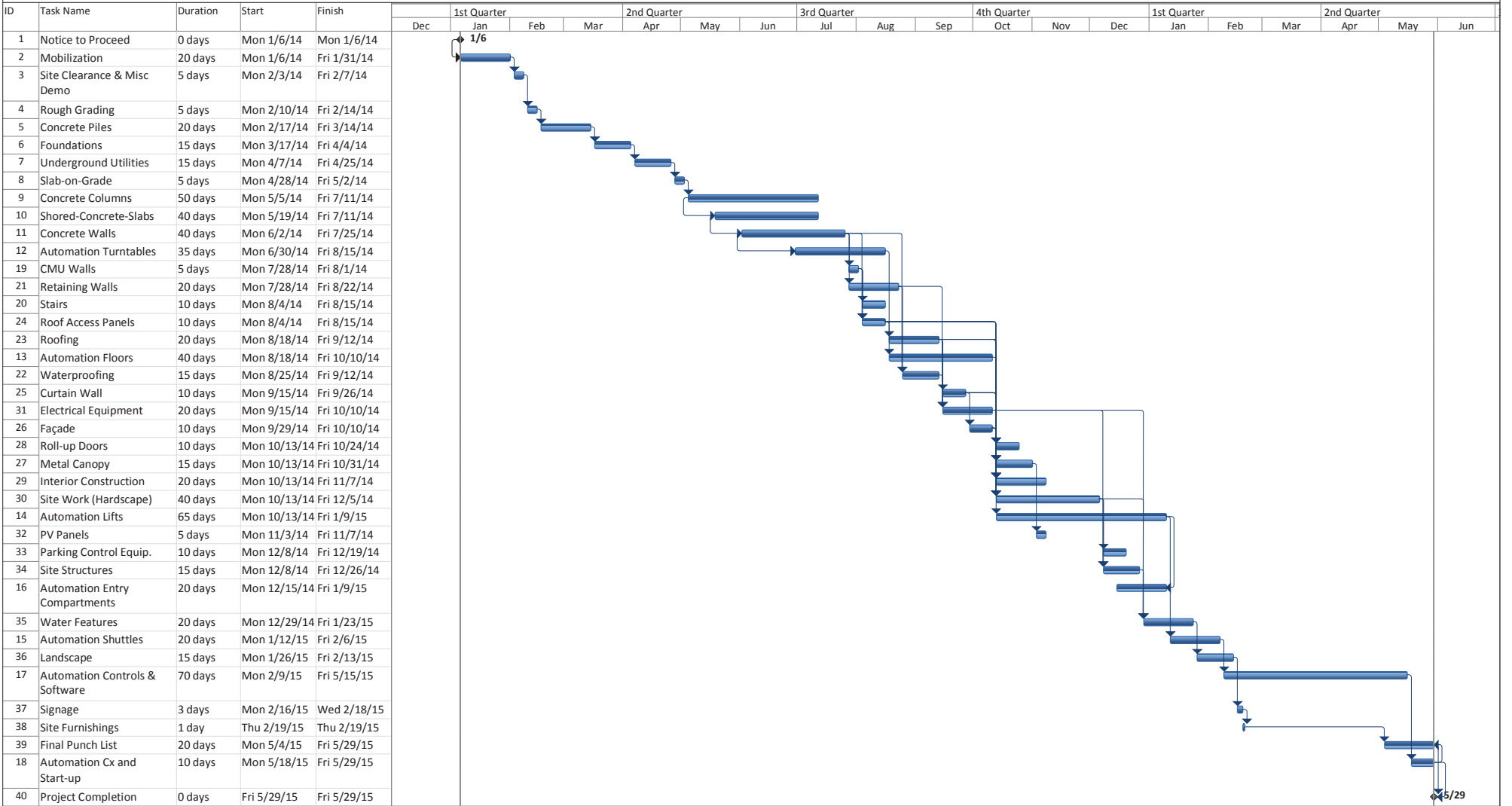
Refer to Pre-bid RFI #027

RFI #031

Prepared by Heery International, Inc.

WEST HOLLYWOOD AVSRS PROJECT

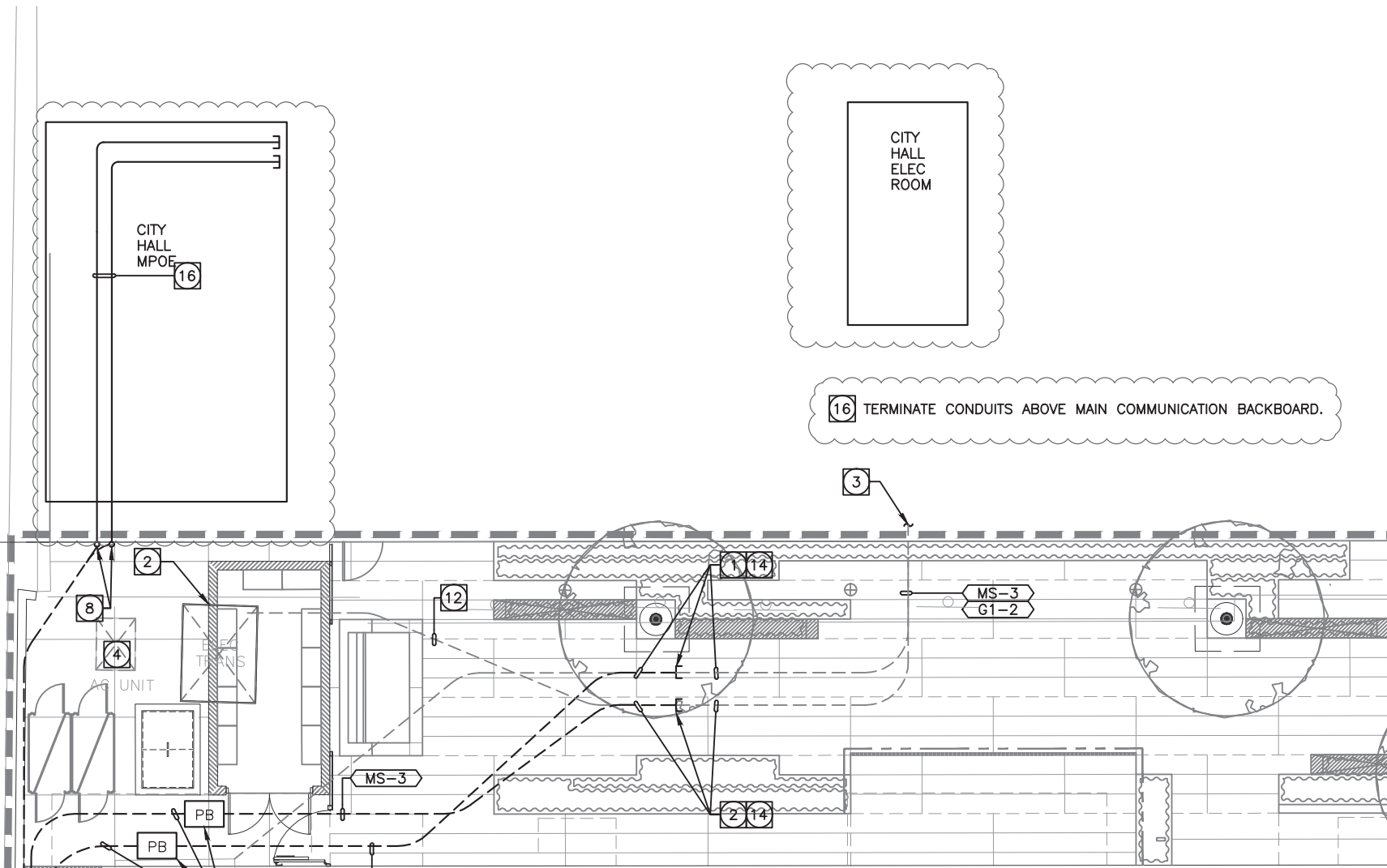
July 9, 2013



Project: WEHO AVSRS Preliminar
Date: Fri 11/15/13

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only	
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline	
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress	

RFI #043 & #044



**WEST HOLLYWOOD
AVSRS**

Developed for
City of West Hollywood

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LPA

Architecture
Planning
Interior Design
Landscape Architecture
Graphics

5161 California Ave, Suite 100
Irvine, California 92617

P 949 261-1001
F 949 260-1190
E lpa@lpainc.com
W www.lpainc.com

Detail Description	Job. No.	28035.40
SHEET E1.01	Filename	
PARTIAL PLAN	Date	Nov 15, 2013
	Scale	N.T.S.
BID ADDENDUM	Sketch	

SKE-001

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RFI #046

LIGHTING FIXTURE SCHEDULE

SYMBOL	TYPE	MANUFACTURER AND MODEL NUMBER	FIXTURE VA/ WATTS	LAMP/ LAMP OPTION	GENERAL DESCRIPTION
⊗ OR ⊙	⬡	LITHONIA LV-S-W-1-G-120/277-ELN-UM - EQUAL BY: PHILIPS OR SURE LIGHTS	3/3	LED	ILLUMINATED, WET LOCATION LED EXIT SIGN WITH INTERGRAL EMERGENCY BATTERY PACK. - - -
SEE GENERAL LIGHTING FIXTURE SCHEDULE NOTES FOR CRITICAL FIXTURE SPECIFICATION AND ORDERING INFORMATION.					

**WEST HOLLYWOOD
AVSRS**

Developed for
City of West Hollywood

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Architecture
Planning
Interior Design
Landscape Architecture
Graphics

5161 California Ave, Suite 100
Irvine, California 92617

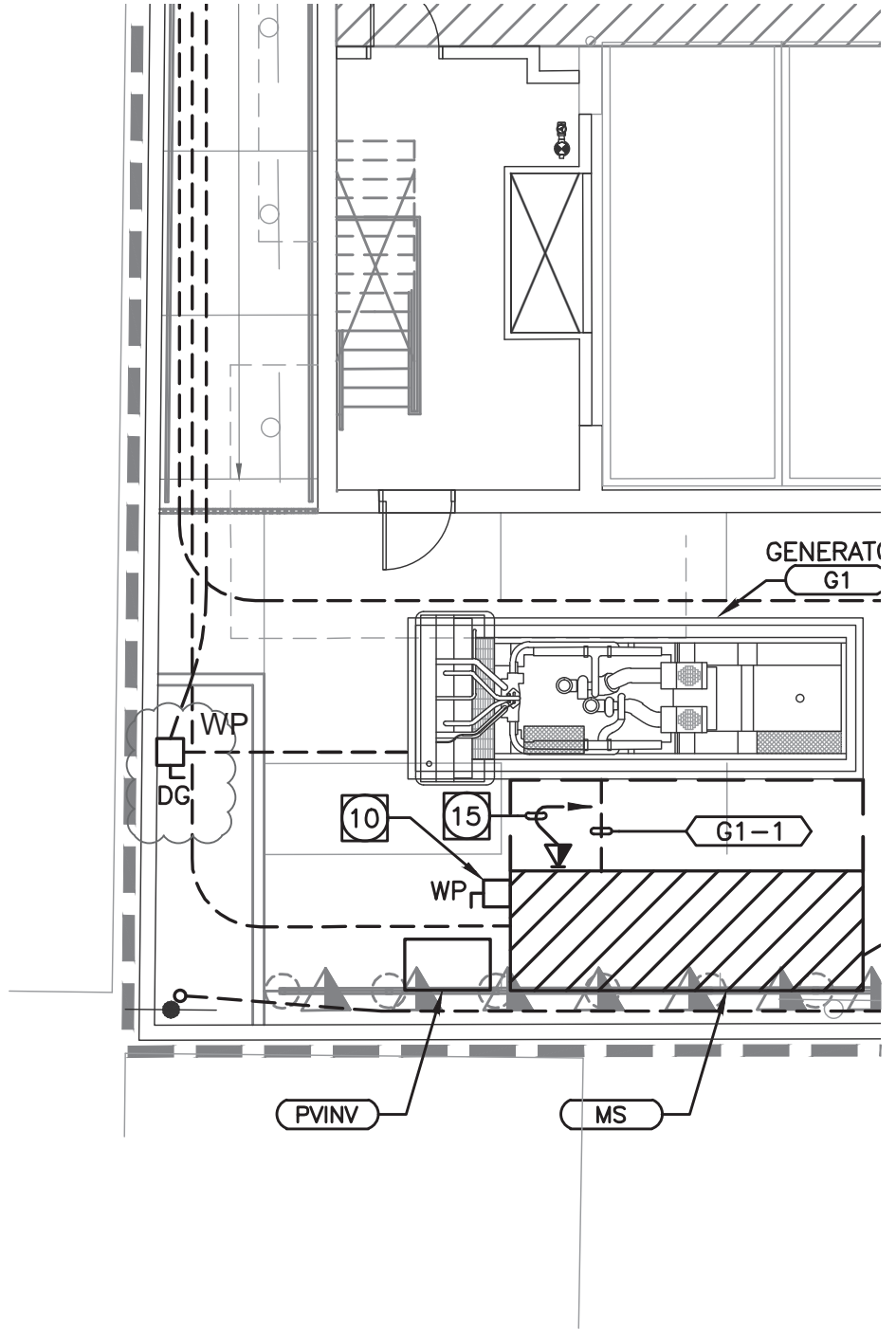
P 949 261-1001
F 949 260-1199
E lpa@lpainc.com
W www.lpainc.com

Detail Description	Job. No.	28035.40
SHEET E1.01	Filename	
PARTIAL PLAN	Date	Nov 15, 2013
	Scale	N.T.S.
BID ADDENDUM	Sketch	

SKE-002

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RFI #047



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**WEST HOLLYWOOD
AVSRS**

Developed for
City of West Hollywood

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Architecture
Planning
Interior Design
Landscape Architecture
Graphics

5161 California Ave, Suite 100
Irvine, California 92617

P 949 |261-1001
F 949 |260-1190
E lpa@lpainc.com
W www.lpainc.com

Detail Description	Job. No.	28035.40
SHEET E1.01	Filename	
PARTIAL PLAN	Date	Nov 15, 2013
	Scale	N.T.S.
BID ADDENDUM	Sketch	

SKE-003