

REQUEST FOR QUALIFICATIONS



Responses Due:
5/12/2016
at 4pm PST

**WEST HOLLYWOOD PARK PHASE 2 PROJECT:
GENERAL CONTRACTOR PRE-QUALIFICATION**

The City of West Hollywood is soliciting pre-qualification submittals from general contractors seeking to bid on the West Hollywood Park Phase 2 Project.

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REQUEST FOR QUALIFICATIONS

WEST HOLLYWOOD PARK PHASE 2 PROJECT: GENERAL CONTRACTOR PRE-QUALIFICATION

1. INTRODUCTION

1.1. Introduction

The City of West Hollywood, hereinafter referred to as "City," is soliciting pre-qualification submittals from general contractors, hereinafter referred to as "Contractor," seeking to bid on the West Hollywood Park Phase 2 Project.

Responses are due on 5/12/2016 at 4:00 P.M. PST through the PlanetBids Bid Management System (<http://bit.ly/1RUdPfi>). Responses must conform to the requirements of this Request for Qualifications (RFQ).

The purpose of this Request for Qualifications (RFQ) is to provide the City with a pre-qualified list of Contractors who have the capability to perform the Work of the project. This invitation to submit qualifications for pre-qualification to bid the Work is extended to all interested persons or firms. Only those Contractors that meet the City's requirements as determined solely by the City will be retained in this pool of Contractors who will be invited to provide actual proposals for the Work. The City expects that multiple Contractors will be requested to submit a proposal.

All qualifications submitted to the City of West Hollywood shall become the exclusive property of the City. **Once City staff has determined and approved Contractors to participate in the bid process, all qualifications shall become a matter of public record subject to disclosure, with the exception of those elements of each qualifications that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret," "Confidential," or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.** Each element of a qualifications submittal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

1.2. Definitions

The following meanings are attached to the following defined words when used in this RFQ:

- The word "City" or "CITY" shall mean the City of West Hollywood municipality.

- The word “*Contractor*” means the general contractor, agency or firm responding to this Request for Qualifications, or any part thereof.
- The word “*Services*”, “*Contract Services*” or “*Scope*” means the work to be delivered by the Contractor, firm or corporation awarded the project as set forth in “Exhibit B” attached hereto and incorporated herein by reference.

2. PROJECT INFORMATION

2.1. Scope

The West Hollywood Park Phase 2 Project consists of the following:

- A new 75,000-square-foot Aquatic & Recreation Center comprised of the following:
 - Two roof-top swimming pools including one competition pool (25 yards x 25 meters x 7 feet depth) and one recreation pool (25 yards in length x variations in width and depth).
 - An interstitial level beneath the pool deck housing building equipment, changing rooms and staff changing and breakrooms.
 - A mezzanine level for new Recreation Services staff offices, meeting rooms and flexible open areas.
 - A multi-sport auditorium accommodating two full-size basketball courts without intervening columns and a height of approximately 25 feet; a Tiny Tot Program classroom, meeting rooms and flexible open areas.
 - Ground level parking including a ‘suspended platform’ two-level parking system; staging area, Public Access television studio, building facilities’ areas and building systems equipment rooms.
 - There will be three passenger and one freight elevator serving the building.
- The Park improvements cover 150,000 square feet of existing park space including the following:
 - Two distinct dog parks
 - Two children’s playground areas
 - Tiny Tot Program playground area
 - AIDS Monument
 - Adult exercise areas
 - Open Park space with turf, pathways and picnic areas
 - Public art component

An aerial map of the existing Park and a site plan of the proposed Park are included in Attachment B to illustrate the scope of the project.

2.2. Project Schedule

The project is estimated to begin construction in September 2016 and to be fully complete in 33 months.

The project will be completed in phases to allow (i) completion of the new Aquatic & Recreation Center prior to demolition and modification to the areas now comprised of the existing swimming pool center and auditorium, and (ii) completion of the new children’s playground prior to demolition and park improvements in the location of the existing children’s playground.

A phasing diagram of the project depicting the extent and sequencing of the phases is included in Attachment B.

2.3. Construction Mitigation

Existing operations in the vicinity, including a Library, single-level plinth parking structure and 5-story municipal parking garage are required to remain in operation at all time during construction.

The Library, single-level plinth parking structure existing exit cannot be taken out of operation until a new exit as defined in the Contract Documents is constructed and made operational.

Existing Southern California Edison (SCE) electrical and communication distribution must be maintained active and in operation at all times except as SCE defines necessary for the switchover from existing to new power/communication routing.

Existing Park operations including irrigation, landscaping, path-of-travel and decorative lighting, power and site drainage needs are required to be maintained for all components and areas of the Park open to the public.

A temporary swing set and small-children's play area are to be constructed as defined in the Contract Documents prior to removing the existing areas from public access.

2.4. Use of Building Information Modeling

This project will require the Contractor to utilize BIM as outlined in APPENDIX E – BIM Requirements. The Contractor must demonstrate that it has in-house BIM capabilities/resources to comply with the BIM Requirements.

2.5. Cost of Construction

The construction budget for the project design is approximately \$65,000,000.

3. INSTRUCTIONS

3.1. RFQ Schedule

Tentative Dates:

- Release of RFQ document April 13, 2016
- Informational Conference (optional) April 21, 2016 at 10 A.M. PST

Location: West Hollywood Council Chambers (at the West Hollywood Library)
625 N. San Vicente Boulevard
West Hollywood, CA 90069

- Last day for all inquiries via PlanetBids April 28, 2016 at 4 P.M. PST
- City responses to all inquiries via PlanetBids May 4, 2016
- Deadline to Submit Qualifications via PlanetBids May 12, 2016 at 4 P.M. PST
- City review of qualifications May 12-31, 2016
- Notification of Approval to Bid June 2016

3.2. Request for Bid (RFB) Schedule

All Contractors approved as pre-qualified to bid the Work will be invited to submit a lump sum proposal for the project. The RFB process is scheduled to be conducted during the months of July and August 2016.

3.3. Qualifications Submission

- a. Qualifications must be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the Contractor with current Power of Attorney, if applicable. The name, mailing address and other pertinent contact information of the individual submitting the qualifications must be provided.
- b. Qualifications shall address all requirements and expectations specified in this document.
- c. Qualifications are required to be transmitted electronically through the City's on-line PlanetBids system no later than **May 12, 2016 at 4 P.M. PST** through the following URL: <http://bit.ly/1RUdPfi>.
- d. Late qualifications received after the deadline shall not be accepted.

3.4. General Terms and Conditions

Cancellation

The City of West Hollywood reserves the right to modify, amend, revise or cancel this RFQ at any time. Receipt and evaluation of Qualifications does not obligate the City to request proposals or award a contract.

Acceptance or Rejection of Qualifications

Any Qualifications received prior to the date and time specified for receipt of qualifications may be withdrawn or modified through the PlanetBids system up to the deadline. To be considered, however, the modified Qualifications must be received by the time and date specified. The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City.

Universal Access and Non-Discrimination in Employment

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, any retained consultant, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the consultant, firm or team further agrees to insert the foregoing provision in all subcontracts hereunder.

Verification of Information

Proposers of Qualifications are hereby notified that the City will rely on accuracy and completeness of all information provided in making a list of qualified consultants and/or request of consultants to submit proposals. Proposers of Qualifications are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

Contractors are urged to advise references of the information that will be pursued from the reference about the reference's experience with the Contractor on previous projects. References who refuse to answer the questions documented in the RFQ Questionnaire included in the attached Exhibit A shall result in that reference being incomplete and not in compliance with the requirements of the RFQ. A total of three references will be required to perfect this component of the RFQ submittal.

Communications Regarding the Request for Qualifications

If a Proposer of Qualifications is in doubt as to the true meaning or intent of any part of the RFQ or discovers discrepancies in, or omissions from the RFQ, she/he may submit a written request via the PlanetBids system (<http://bit.ly/1RUdPfi>) for an interpretation or a correction.

Non-Commitment of City

This Request for Qualifications does not commit the City to solicit bids or award a Contract, to pay any costs incurred in the preparation of qualifications for this request, of preparation of a proposal for this request, or to procure or contract services.

Confidentiality

Prior to a determination as to whether a Contractor is pre-qualified and hence eligible to bid on the project, all Qualifications will be designated confidential to the extent permitted by the California Public Records Act. Once City staff has completed the pre-qualification process, all qualifications submittals shall become a matter of public record subject to disclosure, with the exception of those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret," "Confidential," or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a qualifications proposal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

Standard Basic Contract

The Contractor to whom the project is awarded following the bid process will be required to comply with the City's standard contract requirements set forth in **APPENDIX E – SAMPLE BASIC CONTRACT** and the following sections:

1. **LIVING WAGE ORDINANCE:** 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.
2. **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.
3. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

3.5. Inquiries

Inquiries related to this RFQ can be made by attending an optional information conference on April 21, 2016 at 10 A.M. at the West Hollywood Council Chambers at the West Hollywood Library. The West Hollywood Library is a tall white building located at 625 N. San Vicente Boulevard between Santa Monica Blvd. and Melrose Ave. The Council Chambers is located on the street-level ground floor of the building.

Any additional inquiries related to this RFQ shall be submitted via the PlanetBids system (<http://bit.ly/1RUdPfi>). The last day for inquiries to be submitted to the City is **April 28, 2016 at 4 P.M. PST**. Responses will be provided by **May 4, 2016**. Responses shall be provided via

PlanetBids and shall be available on the City Clerk's page of under "Public Notices/RFQ/RFQ/BID Notices" <http://www.weho.org/RFP>

3.6. Evaluation Criteria and Selection Process

All proposals must contain all information requested in this RFQ and be submitted by **May 12, 2016 at 4 P.M. PST** through the PlanetBids system to be considered.

All scorable questions will be assigned a value based on the response. A Contractor will be required to meet a minimum score established by and at the sole discretion of the City to be able to be assessed as pre-qualified to bid for the Work.

Appendix A, Part I, "Essential requirements for qualifications" includes a series of questions the answer to which—as identified in Appendix A—will disqualify a Contractor from being further considered for the project.

Appendix A, Part IIB, "History of the business and organization performance" allows for a maximum score of 76 points. A passing score of 57 is required on this portion of the questionnaire.

Appendix A, Part IIC, "Compliance with occupational safety and health laws, workers' compensation and other labor legislation" allows for a maximum score of 53 points. A passing score of 38 is required on this portion of the questionnaire.

Appendix A, Part III, "Completion of recent projects and quality of performance" will be assessed through a series of interviews with project managers for the owners of two of the completed projects found in Appendix D. A maximum score of 120 points can be achieved for each interview. A passing score of 72 points or more on each of the two interviews is required to be declared pre-qualified to bid the project. A Contractor will be denied pre-qualification if either interview results in a score of less than 55. An additional interview will be conducted with another reference if the score resulting from one interview is between 55 and 72 points.

A Contractor must pass all scorable sections (Appendix A: Part I, Part IIB, Part IIC and Part III) in order to be declared pre-qualified to bid for the Work.

3.7. Data to Be Submitted with Proposal

The Proposer must respond in writing to all the items listed below point by point:

- a. Proposers shall complete **APPENDIX A – "Pre-Qualification Questionnaire"**. This section shall include response to all information in the questionnaire.

- b. **Please be sure to include the name, address and phone number of primary contact person responding to the RFQ.**

3.8. Revisions to the RFQ

Any revisions to the RFQ document made by the City will be made available through the PlanetBids system (<http://bit.ly/1RUdPfi>) and on the on the City's web site at <http://www.weho.org/RFP>. Thus, prospective proposers shall ensure to check PlanetBids and the City's web page periodically so as to avail themselves to any notifications of changes.

3.9. Submittal Instructions

The deadline for submitting Qualifications is May 12, 2016 no later than 4:00 P.M. (Pacific Time) through the PlanetBids system (<http://bit.ly/1RUdPfi>). Qualifications received after this time and date shall be disqualified. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered.

PlanetBids Submission

The Proposer is solely responsible for "on time" submission of their electronic qualifications via PlanetBids through the following link: <http://bit.ly/1RUdPfi>. The City will only consider qualifications that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System indicating that submittal package was submitted successfully. Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the proposer to successfully submit an electronic submittal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted qualifications. Proposers experiencing any technical difficulties with the electronic submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the submission deadline.

4. SUPPORTING DOCUMENTATION

4.1. 50% Construction Documentation

The 50% set of Construction Documentation can be viewed and downloaded by visiting the following URLs:

Volume 1: <https://weho.box.com/wehopark50vol1>

Volume 2: <https://weho.box.com/wehopark50vol2>

4.2. Soils Report (draft)

The draft of the Geotechnical Report for the project and the site can be viewed and downloaded by visiting the following URLs:

Preliminary Soils Report: <https://weho.box.com/wehoparksoilsreport>

Addendum Letter #1: <https://weho.box.com/wehoparksoilsreportaddendum1>

4.3. AIDS Monument Narrative by Artist Dan Tobin

The AIDS Monument narrative can be viewed and downloaded by visiting the following URL: <https://weho.box.com/wehoparkaidsmonumentnarrative>

APPENDIX A

PRE-QUALIFICATION QUESTIONNAIRE

Please respond to and address all questions included in the questionnaire. As noted, additional pages may be incorporated into the questionnaire to allow sufficient space to fully address and respond to all questions. It is incumbent upon the Contractor to notify all references of the City's intent to both contact the references and to request specific input as defined for references input in the pre-qualification questionnaire.

**WEST HOLLYWOOD PARK
PHASE 2
MASTER PLAN
IMPLEMENTATION PROJECT**

**PRE-QUALIFICATION
QUESTIONNAIRE**

APRIL 13, 2016

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”² If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No

2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor’s license been revoked at any time in the last five years?

Yes No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If the answer is “Yes,” state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

⁴ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain on a separate signed page.

5. State your firm’s gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

[3 years = 2points; 4 years = 3 points; 5 years = 4 points, 6 years or more = 5 points]

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

[‘No’ = 3 points; ‘Yes’ = 0 points]

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

[‘No’ = 3 points; ‘Yes’ = 0 points]

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If “yes,” please explain on a separate signed sheet.

[‘No’ = 5 points; ‘Yes’ = 0 points]

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

[No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points; Two projects with liquidated damages of more than \$50,000 = 3 points; Any other answer = 0 points]

15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

[‘No’ = 5 points; ‘Yes’ = 0 points]

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

[‘No’ = 5 points; ‘Yes’ = 0 points]

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim **against** your firm concerning your firm’s work on a construction project been **filed in court or arbitration?**

Yes No

If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

[If the firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows: 5 points for either ‘No’ or ‘Yes’ indicating 1 such instance; 3 points for ‘Yes’ indicating 2 such instances; 0 points for ‘Yes’ if more than 2 such instances.

If the firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows: 5 points for either ‘No’ or ‘Yes’ indicating 1, 2 or 3 such instances; 3 points for ‘Yes’ indicating either 4 or 5 such instances; 0 points for ‘Yes’ if more than 5 such instances.]

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief

description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

[If the firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows: 5 points for either ‘No’ or ‘Yes’ indicating 1 such instance; 3 points for ‘Yes’ indicating 2 such instances; 0 points for ‘Yes’ if more than 2 such instances.

If the firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows: 5 points for either ‘No’ or ‘Yes’ indicating 1, 2 or 3 such instances; 3 points for ‘Yes’ indicating either 4 or 5 such instances; 0 points for ‘Yes’ if more than 5 such instances.]

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

Yes No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

[5 points for either ‘No’ or ‘Yes’ indicating 1 such claim; 3 points for ‘Yes’ indicating no more than 2 such claims; Subtract 5 points for ‘Yes’ if more than 2 such claims.]

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

[5 points for either ‘No’ or ‘Yes’ indicating 1 such instance; 3 points for ‘Yes’ indicating 2 such instances; 0 points for ‘Yes’ or if more than 2 such instances.]

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

[No = 5 points; Yes = subtract 5 points]

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

[No = 5 points; Yes = subtract 5 points]

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

[No = 5 points; Yes = subtract 5 points]

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

[5 points if the rate is no more than one per cent; 3 points if the rate was no higher than 1.10 per cent; 0 points for any other answer]

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

[No = 5 points; Yes = 0 points]

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes" attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by [*Public Entity*].

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

REQUEST FOR QUALIFICATIONS

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

39. Describe the program and/or process used to generate project interest from subcontractors and procedures to ensure multiple responsible bids for each subcontracted component of the Work. Use a separate sheet of paper if additional space is required.

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

40. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.⁵ Similar public projects incorporating above grade swimming pools, work in occupied areas, parks and within tight sites will be considered and evaluated. Names and references must be current and verifiable. A minimum of two references will be required to respond to interview questions documented in Appendix D for consideration in pre-qualification assessment. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

⁵ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

REQUEST FOR QUALIFICATIONS

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____

(Signature)

(Printed Name)

APPENDIX B

PROJECT INFORMATION DIAGRAMS

This section the following diagrams and illustrative information referenced in section 2, "Project Information."

WEHO PARK PHASE II
EXISTING AERIAL SITE MAP



WEHO PARK PHASE II
DESIGN SITE PLAN



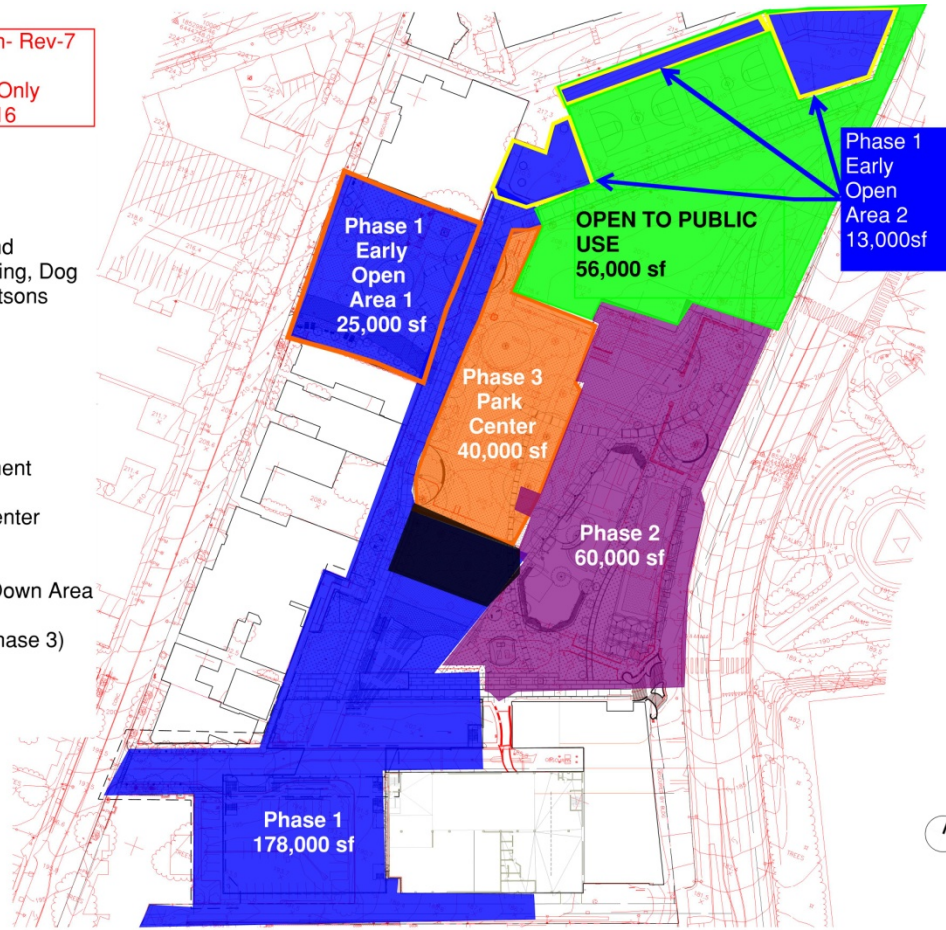
SITE PLAN



PROJECT PHASING

WHP11- Draft Phasing Plan- Rev-7
 Three Phases
 For Discussion Purposes Only
 Prepared by Heery- 2/23/16

- Phase 1
 New Aquatics and Recreation Building, Dog Park, and Robertsons Common
- Phase 2
 New Playground and Aids Monument
- Phase 3 Park Center
- Contractor Lay Down Area
 All Phases
 (Developed in Phase 3)



EXISTING CONDITIONS OVERLAY ON PROPOSED CONDITIONS
 Scale: 1/8" = 1'-0"

LPA

RIGGS CLEMENTI HALE STUDIOS
 1415 North Wilcox Avenue
 West Hollywood, CA 90069
 Tel: 310.306.1100
 Fax: 310.306.1101
 www.rchstudios.com

West Hollywood Park Phase 2
 870015 - New Area
 West Hollywood, CA 90069
 Date: 02/23/16
 City of West Hollywood

Project Name	West Hollywood Park Phase 2
Project No.	870015 - New Area
Sheet No.	PHASING
Scale	1/8" = 1'-0"
Date	02/23/16

PHASING DIAGRAM

APPENDIX C
SAMPLE BASIC CONTRACT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between _____ (hereinafter referred to as "CONTRACTOR") and the City of West Hollywood, California, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids for _____, bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On _____, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the _____ Project in the City of West Hollywood.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. **GENERAL SCOPE OF WORK:** CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the _____ Project in the City of West Hollywood. The work shall be performed in accordance with the Plans and Specifications dated _____ (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City Engineer.
- 2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Form, Cost Breakdown, General Conditions and all referenced specifications details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within _____ calendar days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay City as liquidated damages, not as a penalty, the sum of \$3,500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR. Further, as provided in Paragraph 7.3.10 of the General Provisions, for each day of delay that meets all four conditions prescribed in Subparagraph 7.3.9 of the General Provisions, thus constituting compensable delay, the Contract Sum will be increased by the sum of \$3,500 per day. This shall be the sole measure of compensable delay available to CONTRACTOR under this Agreement.

5. PREVAILING WAGES. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- When the number of apprentices in training in the area exceeds a ratio of one to five, or
- When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

- When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The City of West Hollywood and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

REQUEST FOR QUALIFICATIONS

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Builders General Provisions.
12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: 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 of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that 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 CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

16. RECORDS: 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 CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
18. WHOLE AGREEMENT: 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 pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
19. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. 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. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
20. NOTICES: 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: _____ Project Supervisor

CONTRACTOR:

Attention: _____

- 21. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement 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. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

- 22. RESTRICTIONS: ARAB LEAGUE BOYCOTT OF ISRAEL: CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

- 23. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein are for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

- 24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

- 25. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

- 26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California

CONTRACTOR'S License No. _____

CONTRACTOR

_____ By: _____
Date TITLE

CITY OF WEST HOLLYWOOD, CALIFORNIA

_____ By: _____
Date MAYOR

ATTEST:

_____ By: _____
Date CITY CLERK

REQUEST FOR QUALIFICATIONS

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: () _____

APPROVED AS TO FORM:

CITY ATTORNEY

Date

APPENDIX D

INTERVIEW QUESTIONS FOR REFERENCES

The following questions will be used to interview randomly selected contacts from at least two completed projects. City will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by the City. A score of between 56 and 72 indicates the City should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

* * * * *

First, please provide a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)

2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)

3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)

4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)

5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)

6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)

7. Was the project completed on time? (10 points if the answer is "Yes").

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Or, if the answer is “no,” on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?

- 8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

- 9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).

- 10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)

- 11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)

- 12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be “10.”)

- 13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

- 14. Briefly describe how the contractor might have improved performance on your project. (0 points)

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APPENDIX E

BUILDING INFORMATION MODELING (BIM) REQUIREMENTS

- A. The CONTRACTOR shall develop and submit for approval a Federated Model (Fed Model) of the Project utilizing a Building Information Modeling (BIM) system as defined by this Section. This scope shall be limited to certain systems and specifications sections to be defined within the bid documents. The CONTRACTOR shall:
1. Work with the City's Representative, City's Consultants and with the CONTRACTOR's BIM Design Professionals and sub-contractors to develop the Fed Model throughout the Work of the Project.
 2. Submit a LOD 300 Fed Model to the City's Representative for review and approval as part of the CONTRACTOR's submittals prior to start of construction.
 3. Update the Fed Model progressively throughout the construction period to incorporate all construction actions so that the Fed Model shall be developed to LOD 400.
 4. Submit the LOD 400 Model to City's Representative for review and approval at 50% completion of project construction.
 5. Provide a final "as-built" LOD 500 Fed Model to the City's Representative as part of the Project Close-Out phase.
- B. The CONTRACTOR shall develop and submit for approval a BIM Execution Plan (BEP)
- C. Coordination Reviews
1. The Fed Model shall be used during preconstruction to identify and resolve coordination and constructability issues. The CONTRACTOR shall hold a series of review meetings and provide written guidance to help anticipate, mitigate and reduce problems before construction.
 2. During or immediately following each meeting, CONTRACTOR shall identify and provide guidance on solutions for large constructability issues.
 3. CONTRACTOR shall provide a clash matrix identifying hard and soft clashes into one of three classifications. The classifications shall be identified within the review software (e.g. clash status in Navisworks). Classifications shall be limited to the following:
 - a. Little or No Constructability or Documentation Affect
 - b. Potential Documentation Issue (i.e. extra line work on drawings that does not cause a constructability issue)
 - c. Potential Constructability Issue

- D. Bid Documents: The CONTRACTOR shall include provisions in all subcontractor bid documents requiring each discipline to work within the pathways or zones referenced within the design BIM. Any deviation from designed pathways and zones shall be submitted to the CONTRACTOR as alternates and shall follow the same process as other bid alternates.

- E. Facilities Management: CONTRACTOR shall collaborate with City's Representative and Architect to develop a recommendation on how project information and the building information model could be further developed and distributed to the City to improve facilities management and building operation. Recommendation will include guidance on estimated cost of additional development for inclusion into City's M&O work order system.