



REQUEST FOR PROPOSALS

TRAFFIC SIGNAL UPS BATTERY BACKUP SYSTEMS IN THE CITY OF WEST HOLLYWOOD

RFP Issue Date: Tuesday, February 25, 2020

Proposal Due Date: Tuesday, March 24, 2020 at 5:00 pm

SUBMIT PROPOSAL ELECTRONICALLY TO:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

NOTICE INVITING PROPOSALS
FOR
TRAFFIC SIGNAL UPS BATTERY BACKUP SYSTEMS
IN THE CITY OF WEST HOLLYWOOD

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood, invites bids for traffic signal UPS battery backup systems at signalized intersections within the City of West Hollywood. Proposals shall only be submitted electronically. A copy of the full Request for Proposals (RFP) is available at no cost from Planet Bids or the City of West Hollywood's website at the following website address links:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

The Request for Proposal (RFP) schedule is as follows:

- February 25, 2020 Date RFP issued
- March 10, 2020 5:00 pm Deadline for requests for clarification and questions
- March 17, 2020 5:00 pm Answers to requests for clarification and questions posted
- **March 24, 2020 5:00 pm** **Deadline for proposals submission electronically.**
Any proposals received after this deadline will be considered to be non-responsive.

Scope of Work:

The City of West Hollywood is inviting bids for traffic signal Uninterruptible Power System (UPS) battery backup systems at 32 signalized intersections within the City. Of the 32 signalized intersections, there are (23) twenty-three intersections with Model 332 traffic signal cabinets and (9) nine intersections with Model 337 cabinets. The City is requesting top-mountable battery back-up cabinets because of the lack of cabinet space and right-of-way space at the proposed signalized intersections.

All of the traffic signal equipment at the proposed signalized intersections is equipped with Light Emitting Diodes (LED) signals including the pedestrian signal heads. The UPS shall provide reliable emergency power to a traffic signal in the event of a power failure and/or power interruption. The UPS shall be capable of providing full operation and/or flash operation of all traffic signal equipment when activated. The system shall be capable of providing ON-LINE conditioning and re-manufacturing power for cabinet equipment protection. The system shall be compatible with Model 332 and 337 traffic signal cabinets; model 170, 2070 and advance traffic controllers; and all cabinet components for full time operation. The system shall be capable of providing a minimum of 6.0 hours of full-time operation for Model 332 cabinets and 4.0 hours of full-time operation for Model 337 cabinets.

The selected bidder will be required to furnish and install fully operational battery backup systems at the proposed signalized intersections. The selected bidder will be required to coordinate the testing and installation of the equipment with the City's traffic signal contractor, the County of Los Angeles Department of Public Works. The top mount cabinets, UPS controllers, controller assemblies, units and auxiliary equipment including wiring diagrams and manuals, shall be delivered for testing to the Los Angeles County Department of Public Works at the location as follows:

County of Los Angeles, Department of Public Works
Traffic Signal Shop
1525 Alcazar Street
Los Angeles, CA 90033

The cost of testing controller cabinet and assemblies shall be paid by the City. The cost of picking up and delivering the controller cabinets for testing shall be included in the contractor's lump sum bid.

Minimum Qualifications

Proposer must have a demonstrated understanding of and experience with the design and installation of battery backup systems using the standards and specifications of Caltrans and Los Angeles County. Proposer must be a responsible firm that has been in continuous existence and has provided services for the relevant tasks contained herein for at least three (3) years. Less than the minimum required experience may eliminate that proposer from further consideration.

Evaluation Criteria

- Qualifications/Experience of Proposer and Suitability of Proposed Equipment (50%)
- Schedule of Fees (50%)

Award of Contract:

The award of contract, if made, will be in accordance with the evaluation criteria provided in the Request for Proposals document. The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Vendor who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the deadline for submission of proposals. The City may at its discretion select more than one contractor to provide services, if it is in the best interest of the City.

Point of Contact:

The City's primary contact for this Request for Proposals is Richard Garland, who can be reached at (323) 848-6457 or via email at rgarland@weho.org. Communication or solicitation with other City of West Hollywood Officials or Employees regarding an aspect of this RFP is expressly prohibited and may result in disqualification.

BY ORDER OF the City of West Hollywood

TRAFFIC SIGNAL UPS BATTERY BACKUP SYSTEMS IN THE CITY OF WEST HOLLYWOOD

BACKGROUND AND SCOPE:

The City of West Hollywood is seeking bids for traffic signal UPS battery backup systems at 32 signalized intersections within the City. Of the 32 signalized intersections, there are (23) twenty-three intersections with Model 332 traffic signal cabinets and (9) nine intersections with Model 337 cabinets. The City is requesting top-mountable battery back-up cabinets because of the lack of cabinet space and right-of-way space at the proposed signalized intersections.

All of the traffic signal equipment at the signalized intersections is equipped with Light Emitting Diodes (LED) signals and pedestrian heads. The Uninterruptible Power System (UPS) shall provide reliable emergency power to a traffic signal in the event of a power failure and/or power interruption. The battery backup system shall be capable of providing full operation and/or flash operation of all traffic signal devices on battery power. The battery backup system shall be compatible with Model 332 and 337 traffic signal cabinets; model 170, 2070 and advance traffic controllers; and all cabinet components for full time operation. The battery backup system (BBS) shall provide a minimum of 6.0 hours of full-time operation for Model 332 cabinets and 4.0 hours of full-time operation for Model 337 cabinets.

The selected bidder will be required to furnish and fully complete the installation of the battery backup system at each proposed signalized intersection. The selected bidder will be required to coordinate the testing and installation of the equipment with the City's traffic signal contractor, the County of Los Angeles Department of Public Works. The top mount cabinets, UPS controllers controller assemblies, units and auxiliary equipment including wiring diagrams and manuals, shall be delivered for testing to the Los Angeles County Department of Public Works at the location as follows:

County of Los Angeles, Department of Public Works
Traffic Signal Shop
1525 Alcazar Street
Los Angeles, CA 90033

The cost of testing controller cabinet and assemblies shall be paid by the City. The cost of picking up and delivering the controller cabinets for testing shall be included in the contractor's lump sum bid.

INSPECTION OF THE SITE:

Each prospective proposer is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFP, that the respondent conducted such additional site

investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFP, and that respondent has reviewed and inspected all materials submitted in response to this RFP.

Once the contract has been awarded, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

STANDARD SPECIFICATIONS AND STANDARD PLANS:

All work shall comply with the Standard Specifications and Plans of the City of West Hollywood Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the County of Los Angeles Department of Public Works.

PROPOSAL DUE DATE AND SUBMITTAL:

Proposals shall only be submitted electronically to the City of West Hollywood via the following website address links:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

The electronic proposal system will close on Tuesday, March 24, 2020 at exactly 5:00 PM

Please note that all proposals are due at, or prior to, the time and date of the deadline. Late responses cannot be accepted. All applicable forms required to be completed per the Proposal Documents shall be submitted electronically prior to the Bid date and time. Hard copies will not be accepted as a viable proposal. It is the Proposer's sole responsibility to ensure that its proposal is received as specified. Proposals may be submitted earlier than the date(s) and time(s) indicated.

Be sure you allow adequate time for the proposal submittal process to ensure receipt of the complete proposal prior to the closing date and time. Under most circumstances (i.e. standard file sizes of less than 10 MB total file size and a reasonably current uploading capable computer at your site) the submittal should take less than 10 minutes. Additional time will be needed if you are using older equipment with slower upload capability, or if your proposal has large file attachments or a large number of items.

Remember to save your proposal periodically in case of internet connection or power loss. Saving attached files (i.e. to a draft) can also help reduce the time needed to upload your submittal. You may edit a submittal at any time prior to the deadline.

REQUESTS FOR CLARIFICATION/QUESTIONS REGARDING THIS RFP:

Proposers must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposer shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFP documents shall be called to the attention of the City by submission of a written request for clarification or question. Such submission, if any, must be sent using the "Q&A" tab of the electronic proposal system at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

Any inquiry should state the question only, without additional information, using the "Q&A" tab of the electronic proposal system. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, email or in-person will not receive a response. City's responses to all submitted questions will be posted electronically at the end of the question period.

The deadline for submittal of Requests for Clarification/Questions is Tuesday, March 10, 2020 at 5:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.

Anyone submitting a proposal or on a proposal team shall not contact any City employee or City Council members regarding any aspect of this RFP unless in the manner described above. From the time the City has released this RFP and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFP, may be the basis for a submittal being disqualified from consideration.

PUBLIC RECORDS AND RIGHT TO SUBMITTED PROPOSALS:

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all documentation submitted by a Firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding disclosure of public records. Firms must clearly identify any information they regard as proprietary in the proposal. Any such

information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

FORMAT FOR THE PROPOSALS:

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the proposal evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City of West Hollywood shall not be liable for any pre-contractual expenses incurred by any proposer or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.

1. **Overview of the Company:** The contractor that will take the lead in providing the requested services shall be described in this section.
 - 1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.
 - 1.2 Describe the company's experience with similar projects. Previous experience on projects with a similar scope is highly desirable.
 - 1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.
 - 1.4 Describe why the City should select your company over other proposals that may be submitted?

2. **Project Manager:** The contractor shall designate a qualified individual who will be the primary contact and will serve as the project manager.

Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team. If your proposal is to provide all services by a single person, just state as such and go to the next section.
 - 3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any.
 - 3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using

this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.

4. **Reference Projects.** Instead of providing a long list of past jobs your company has worked on, select no more than three (3) reference projects in the Southern California area that shows your ability to complete the scope of work. Similar work for other public agencies is preferred. For each project provide a reference person who can confirm your work experience on that project.

Each reference project must include the following information:

- Agency or name of company you provided services to
- Name of the contact person who can verify the work you have done
- Telephone number and/or email of the contact person
- Name of project
- Location of project
- Date(s) (month/year to month/year) you provided services to them
- Description of the work done and the role of your company on the project
- Reason why this reference project demonstrates your team's ability to complete the scope of work in this RFP
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

5. **Scope of Work.** Describe your plan to complete the scope of work, identify deliverables, select milestones for progress and final submittals, and provide a realistic timeline to complete the scope of work.
6. **Schedule of Fees.** Fill in completely all information on the bid schedule form and submit with bidder's proposal package. The Bid shall be based upon the materials, equipment, and systems required by the RFP documents. By placing a bid, bidder is acknowledging bidder has the expertise and financial capacity to perform and complete all obligations under the RFP documents and the person executing the bid is duly authorized and empowered to execute the bid. All blanks on the bid schedule form shall be filled in legibly. Bidder will make no stipulations on the bid schedule form nor qualify the bid in any manner. Failure to submit a price for any bid item will result in the bid being considered nonresponsive. If bidder does not require a fee for any specific bid item, write in "\$0". The bid shall be based upon full completion of all the work as described in the RFP documents. Please also submit your hourly rate sheets.

CONTRACT REQUIREMENTS:

The selected consultant shall be required to enter into contract with the City of West Hollywood to provide the scope of work. A copy of the standard contract, including all

requirements of the contract, is attached to this RFP.

SELECTION CRITERIA:

The criteria for evaluating the submitted proposals will take the following items into consideration:

- Qualifications/expertise of company and similar prior project experience/references
- Schedule of Fees

The proposals will be reviewed by City staff members. The committee will evaluate each submitted proposal and score them according to the criteria above. An average of the scores will be used to rank the proposals. Depending on the number of proposals submitted, the top tier of proposers may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

RIGHT TO REJECT ANY OR ALL PROPOSALS:

The City of West Hollywood reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

WITHDRAWAL OF PROPOSALS:

Prior to the Proposal submittal deadline, a proposal may be withdrawn by the Proposer only by using the Agency's electronic system. No proposer may withdraw its proposal for a period of ninety (90) days after the deadline for submission of proposals.

IRREGULAR PROPOSALS:

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic proposal will be considered.

DISQUALIFICATION OF PROPOSERS:

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Proposer is interested. If there is reason for believing that collusion exists among the Proposers, all proposals will be rejected and none of the participants in such collusion will be considered in future proposals.

BIDDER'S INFORMATION

Company Name: _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Address _____

Telephone No. _____

Bidder's Name (Print): _____

Bidder's Signature: _____

Bidder's Title: _____

**BID SCHEDULE
TRAFFIC SIGNAL UPS BATTERY BACKUP SYSTEMS**

I/We agree to perform the above entitled work in accordance with Standard Plans and Specifications of Caltrans, the County of Los Angeles Department of Public Works and the City of West Hollywood for the prices listed below. Unit prices shall include all labor, material, tools, equipment, barricades, traffic and warning devices, transportation, taxes, overhead and profit to perform the work.

Item No.	<u>Description</u>	Quantity	<u>Unit</u>	Unit Price (Figures)	Total Amount (Figures)
1	Furnish and install UPS Battery Backup System at intersections with Model 332 Cabinet	23	LS	\$ _____	\$ _____
2	Furnish and install UPS Battery Backup System at intersections with Model 337 Cabinets	9	LS	\$ _____	\$ _____

TOTAL BID PRICE FOR THE ENTIRE CONTRACT WORK for the cost of labor, materials, equipment parts, communication devices integration and configuration, implements and supplies necessary to complete the project, as based on the City Engineer’s estimate of quantities of work to be done (summation of preceding subtotals of Items 1 through 2 inclusive):

TOTAL AMOUNT BID IN FIGURES \$ _____

TOTAL AMOUNT BID IN WORDS

It is understood that the quantities of work to be done are approximate only, being given as a basis for the comparison of bids, and the City of West Hollywood does not expressly or by implication agree that the actual quantities will correspond therewith, but reserves the right to delete any item from the contract, increase or decrease said quantities of each item, not-to-exceed twenty-five percent (25%) of the TOTAL CONTRACT dollar bid, which may be deemed necessary or expedient by the City Engineer.

DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of 1 percent of the total amount bid as follows:

Name: _____ Telephone: (____) _____

Address: _____

City _____ State _____ Zip Code _____

State Contractor's License No. _____ Class: _____ Expiration Date: _____

Bid Items Responsible for: _____

Name: _____ Telephone: (____) _____

Address: _____

City _____ State _____ Zip Code _____

State Contractor's License No. _____ Class: _____ Expiration Date: _____

Bid Items Responsible for: _____

Name: _____ Telephone: (____) _____

Address: _____

City _____ State _____ Zip Code _____

State Contractor's License No. _____ Class: _____ Expiration Date: _____

Bid Items Responsible for: _____

Name: _____ Telephone: (____) _____

Address: _____

City _____ State _____ Zip Code _____

State Contractor's License No. _____ Class: _____ Expiration Date: _____

Bid Items Responsible for: _____

Use additional sheets as necessary. Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

Attachments

Attachment 1 - Proposed Battery Back-up Locations

Attachment 2 – Sample Contract

Attachment 1

Intersections with Model 332 Traffic Signal Cabinets

1. Sunset Blvd at Cory Av
2. Sunset Blvd at Doheny Dr
3. Sunset Blvd at Hammond St.
4. Sunset Blvd at Larrabee St
5. Sunset Blvd at Sunset Plaza Dr
6. Sunset Blvd at Kings Rd
7. Sunset Blvd at Sweetzer Av
8. Sunset Blvd at Roxbury Rd
9. Fountain Av at Gardner St
10. Santa Monica Blvd at Robertson Blvd
11. Santa Monica Blvd at Kings Rd
12. Santa Monica Blvd at Laurel Av
13. Santa Monica Blvd at Genesee Av
14. Santa Monica Blvd at Curson Av
15. Melrose Av at Robertson Blvd
16. Melrose Av at La Cienega Blvd
17. Beverly Blvd at Robertson Blvd
18. Beverly Blvd at George Burns Rd
19. Beverly Blvd at San Vicente Blvd
20. La Brea Av at Romaine St
21. La Brea Av at Lexington Av
22. Holloway Dr at Alta Loma Rd
23. San Vicente Blvd at Cynthia St

Intersections with Model 337 Traffic Signal Cabinets

1. Fountain Av at Olive Dr
2. Fountain Av at Sweetzer Av
3. Fountain Av at Laurel Av
4. Fountain Av at Spaulding Av
5. Fountain Av at Vista St
6. Fountain Av at Fuller Av
7. Fountain Av at Poinsettia Pl
8. Fountain Av at La Brea Av
9. Fairfax Av at Norton Av

CITY OF WEST HOLLYWOOD CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between [REDACTED] (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/Request for Proposals for [REDACTED], bids/proposals were received, publicly opened, and declared on the date specified in the notice; and
- B. On [REDACTED], City's City Council declared CONTRACTOR to be the lowest responsible bidder/proposer and accepted the bid/proposal of CONTRACTOR; and
- C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the [REDACTED] Project ("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 [REDACTED] Project in the City of West Hollywood. The work shall be performed in accordance with the Plans and Specifications dated [REDACTED] (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 Sealed Bids/Request for Proposals, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, exhibits, 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 Standard Specifications, and the Special Provisions, 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 in an amount not to exceed \$ [REDACTED] which includes the amount bid of \$ [REDACTED] plus a [REDACTED] % contingency of \$ [REDACTED] for Change Orders. The AGREEMENT may be modified after the work has begun by either a written Change Order

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signed by both the CITY and CONTRACTOR, or by a written memoranda from the City Manager or the City Manager's designee. Said amount shall be considered full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder and it 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. TERM OF AGREEMENT. The term of this contract shall commence upon execution by both parties and shall expire on [REDACTED] unless extended in writing in advance by both parties.
5. TIME OF PERFORMANCE. CONTRACTOR agrees to complete the work within [REDACTED] working 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.
6. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1770, 1771, 1773, and 1773.1 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. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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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 assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.

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

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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 each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

7. **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 any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

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8. 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.

9. 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.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities 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 Indemnatee. 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, to the extent required by Civil Code section 2782, 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

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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.

10. THIRD PARTY CLAIMS. In accordance with Public Contract 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.
11. 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.
12. 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.
13. 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,

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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.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
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 four 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.
17. **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

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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.

18. 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 90069-6216
Attention: [REDACTED] (Project Supervisor)

CONTRACTOR:
[REDACTED]
[REDACTED]
Attention: [REDACTED]

19. DISPUTES. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims. For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice

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requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications
Drawings
Clarifications (Requests for Information)
Schedules
Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may

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have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his

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or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

20 NON-DISCRIMINATION. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests

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protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

- 21 TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
- 22 ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
- 23 COMPLIANCE WITH FEDERAL LAW. CONTRACTOR shall comply with all applicable federal laws and regulations, including, but not limited to, the Davis-Bacon Act.
- 24 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.
- 25 RESTRICTIONS: ARAB LEAGUE BOYCOTT OF ISRAEL. CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
- 26 NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is 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.
- 27 TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

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- 28 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.
- 29 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.

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

CONTRACTOR: **Company Name**

Name of Authorized Signer, Title

License #: _____

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

CITY OF WEST HOLLYWOOD:

Jackie Rocco, Director of Public Works

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

PERFORMANCE BOND
(TO BE EXECUTED WITHIN 5 (FIVE) DAYS OF CONTRACT AWARD)

_____ PROJECT
C.I.P. # ____ - __ - __

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS the CITY of West Hollywood (Owner) has awarded to _____
_____, as principal hereinafter designated as the "Contractor," a contract to provide services for
the _____ PROJECT, C.I.P. # ____ - __ - __.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract
guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound
unto the Owner in the penal sum of _____ Dollars (\$ ____),
which is _____ percent of the total contract amount for the above stated project, to be paid to
the Owner, its successors and assigns, for which payment well and truly to be made we bind
ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all
things stand to and abide by, and well and truly keep and perform the covenants, conditions,
and agreements in the foregoing contract and any alteration thereof made as therein provided
on its or their part to be kept and performed at the time and in the manner therein specified and
in all respects according to their true intent and meaning, and shall indemnify and save
harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall
become and be null and void; otherwise it shall be and remain in full force and effect. In case
suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner
in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees
that no amendment, change, extension of time, alteration, or addition to said contract, and of
any feature or item or items of performance required therein or thereunder, shall in any manner
affect its obligations on or under this bond; and said surety does hereby waive notice of any
such amendment, change, extension of time, alteration, or addition to said contract, and of any
feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the _____ day of
_____, 20_____.

CONTRACTOR

SURETY

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public _____

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PAYMENT BOND
(TO BE EXECUTED WITHIN FIVE (5) DAYS OF CONTRACT AWARD)

_____ PROJECT
C.I.P. # ____ - ____ - ____

WHEREAS, the CITY of West Hollywood (Owner) has awarded to _____, as Contractor, a contract to provide services for the _____ PROJECT C.I.P. # ____ - ____ - ____.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the CITY of West Hollywood as Owner in the penal sum of _____ Dollars (\$ _____) which is 100 percent of the total contract amount for the above stated project, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20____.

CONTRACTOR

SURETY

Subscribed and sworn to this _____ day of _____, 20____.

Notary Public _____

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the CITY of West Hollywood prior to performing any work on this contract:

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.

CONTRACTOR: Name of Company

Name, Title of Authorized Signer

Date