MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS
FROM: MICHAEL THRONE, P.E., DIRECTOR OF PUBLIC WORKS
DATE: DECEMBER 15, 2015
SUBJECT: AWARD CONTRACT FOR CONSTRUCTION FOR ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW CDBG PROJECT

REVIEWED: DOUG WILLMORE, CITY MANAGER

Project Managers: James Flannigan, Assistant Engineer
Nicole Jules, Deputy Director of Public Works

RECOMMENDATIONS

1) Approve the construction plans and contract documents for the ADA Access and Sidewalk Improvements on PVDW CDBG Project; and

2) Award a construction contract to DASH Construction Company, Inc. in the amount of $161,843, and authorize a 10% construction contingency in the amount of $16,185; and

3) Award a Professional Services Contract to AndersonPenna Partners, Inc. for Construction Management and Inspection services in the amount of $25,630; and

4) Authorize the Mayor and City Clerk to execute the Construction and Professional Services Agreements, subject to approval as to form by the City Attorney.

FISCAL IMPACT

The recommended action will result in a total project authorized expenditure for FY 15-16 (including a 10% construction contingency) of $203,658. A total of $174,957 has been appropriated in the FY 15/16 adjusted budget. An additional amount of $28,701 will be added from previously unallocated CDBG funding to cover the entire cost of the project.

Budgeted Amount: $203,658
Additional Appropriation: N/A
New Amount Balance: N/A
Fund Balance: N/A
EXECUTIVE SUMMARY

The northerly side of Palos Verdes Drive West from Hawthorne Blvd to Rue Beaupre does not currently have a safe sidewalk that complies with ADA requirements. Construction proposals were received for the construction of new ADA access improvements, and the lowest responsible and responsive bidder is DASH Construction Company, Inc. Staff is recommending awarding a construction contract to DASH Construction Company, Inc., for their proposed amount of $161,843.00 and awarding a Professional Services Contract to AndersonPenna Partners for construction management and inspection in the amount of $25,630.00.

BACKGROUND/ DISCUSSION

The City of Rancho Palos Verdes has routinely participated in the Los Angeles Urban County’s Community Development Block Grant (CDBG) Program since 1986. The program funds local community development projects that meet national objectives. The ADA Access and Sidewalk Improvements on PVDW CDBG Project meets the objectives of the CDBG eligible activities and has been adopted by City Council as an approved project.

The project scope includes upgrading and installing ADA compliant sidewalk along the northerly side of Palos Verdes Drive West between Hawthorne Blvd and Rue Beaupre. Improvements also include construction of a new bus stop shelter just north of Rue Beaupre as well as new block wall fencing along PVDW. A project location map is included for your reference as Attachment A.

ADDITIONAL INFORMATION

The project was publicly advertised and sealed bids were received and opened on December 3, 2015. DASH Construction Company, Inc. submitted the lowest responsive bid out of the nine (9) bids received. The following table summarizes the bids received:

<table>
<thead>
<tr>
<th>Construction Companies</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DASH Construction Company, Inc.</td>
<td>$161,843.00</td>
</tr>
<tr>
<td>Ruiz Concrete &amp; Paving, Inc.</td>
<td>$164,716.96</td>
</tr>
<tr>
<td>AP Construction, Inc.</td>
<td>$165,476.80</td>
</tr>
<tr>
<td>ENGINEER’S ESTIMATE</td>
<td>$172,205.00</td>
</tr>
<tr>
<td>CEM Construction Corp</td>
<td>$179,205.00</td>
</tr>
<tr>
<td>Vido Samarzich, Inc.</td>
<td>$189,865.00</td>
</tr>
<tr>
<td>Aghapy Group, Inc.</td>
<td>$197,830.00</td>
</tr>
<tr>
<td>Concept Consultant, Inc.</td>
<td>$229,036.00</td>
</tr>
<tr>
<td>Excel Paving</td>
<td>$264,879.00</td>
</tr>
<tr>
<td>EBS General Engineering</td>
<td>$577,634.00</td>
</tr>
</tbody>
</table>
Staff has verified DASH Construction Company, Inc.'s references and found their past performance on jobs of similar size to be satisfactory. DASH Construction Company, Inc. has performed work in the City of Rancho Palos Verdes before in which the City found their work to be satisfactory. DASH Construction Company, Inc. has performed similar work with city/county agencies like the County of Los Angeles and the City of Arcadia. Their bid, bonds, and insurance documents are in order and their contractor's license is current.

CONCLUSION

Adopting the staff recommendation will provide the needed authorization to execute the construction and professional services contracts required to complete the ADA Access and Sidewalk Improvements on PVDW Project. Staff recommends awarding contracts to DASH Construction Company, Inc. and AndersonPenna Partners and authorizing a construction contingency in the total not to exceed amount of $203,657.30.

ALTERNATIVE

An alternative would be to reject all bids and re-advertise the construction project. Staff is not recommending this alternative because the timeline for receiving CDBG funding for this project expires at the end of this calendar year. Re-advertising this project may disqualify the City from receiving that funding.

Attachments:

A. Project Location Map (Page 4)
B. Bid Proposal – DASH Construction Company, Inc. (Page 6)
C. Construction Contract – DASH Construction Company, Inc. (Page 41)
D. Proposal – AndersonPenna Partners, Inc. (Page 78)
E. Professional Services Agreement – AndersonPenna Partners, Inc. (Page 82)
Attachment A

Project Location Map
The information on this map is for reference only and may not be up-to-date. Please contact the City for more information.
Attachment B

Bid Proposal
DASH Construction Company, Inc.
PROPOSAL
CITY OF RANCHO PALOS VERDES
ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW
(Community Development Block Grant Project #601659-14)

TO THE DIRECTOR OF PUBLIC WORKS CITY OF RANCHO PALOS VERDES

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the project plans, specifications, instructions to bidders, proposal, notice to contractors and all other information furnished therefore and the site of the proposed work; (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the CITY OF RANCHO PALOS VERDES, to perform said proposed work in accordance with the plans, if any, and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump-sum price as submitted on the Schedule attached hereto:

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record.

Accompanying this proposal is (Insert) "$ __________ "cash," "Cashier's Check," "certified check," or "Bid Bond," as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted in the Bid Sheets.

The undersigned further agrees that should he/she be awarded the contract on the basis hereof and thereafter, defaults in executing the required contract, with necessary bonds and documents, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the CITY OF RANCHO PALOS VERDES and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of contractors, California Contractor's License No. R69505, Class __, Expiration Date __/__/2013.

Signature(s) of bidder:

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof. Two notarized officer's signatures and the corporate seal are required for corporations.

Legal Business Name: DASH Construction Company, Inc.
Address: P.O. Box 261321, Encino, CA 91426
Telephone: (818) 620-7547
Proposals which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professional Code will be rejected.

To be submitted with each bid to contract for the ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW (Community Development Block Grant Project #601659-14)

Bid Date: 12/1/2012

This information must include all construction work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which bidder would like to be taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.
CITY OF RANCHO PALOS VERDES

BID SHEET

ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW
(Community Development Block Grant Project #601659-14)

NAME OF COMPANY: DASH Construction Company, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW in accordance with the specifications and plans for demolition, construction and installation in the Contract Documents which are on file in the office of the Director of Public Works of the City of Rancho Palos Verdes to the satisfaction and under the direction of the Director of Public Works at the following prices:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Meas.</th>
<th>Unit Price</th>
<th>Extended Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TRAFFIC CONTROL/MOBILIZATION/BMPs</td>
<td>1</td>
<td>LS</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>2</td>
<td>UNCLASSIFIED EXCAVATION</td>
<td>150 CY</td>
<td></td>
<td>134</td>
<td>20,100</td>
</tr>
<tr>
<td>3</td>
<td>CONSTRUCT TEMPORARY SLOPE AND BLOCK WALL SUPPORT STRUCTURE OR NECESSARY REMOVALS</td>
<td>1</td>
<td>LS</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>4</td>
<td>CONSTRUCT PCC OR CMU RETAINING WALL, HEIGHT=3'</td>
<td>Option A or B</td>
<td>LF</td>
<td></td>
<td>--</td>
</tr>
<tr>
<td>5</td>
<td>CONSTRUCT 4&quot; PCC SIDEWALK</td>
<td>4340 SF</td>
<td></td>
<td>11</td>
<td>47,740</td>
</tr>
<tr>
<td>6</td>
<td>CONSTRUCT BUS SHELTER</td>
<td>1</td>
<td>LS</td>
<td>10,000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

SUB-TOTAL BID PRICE

Contractor shall propose on one construction material (PCC or CMU), Option A or B, listed below:

OPTION A – PCC RETAINING WALL

| 4A       | CONSTRUCT PCC RETAINING WALL, HEIGHT=3'                                    | 451 LF            | $ --      | $ --        |

OR, OPTION B – CMU RETAINING WALL

| 4B       | CONSTRUCT CMU RETAINING WALL, HEIGHT=3'                                    | 451 LF            | $ 153.00  | $ 69,000    |

TOTAL BID | $161,843.00

TOTAL BID PRICE IN WORDS:

One Hundred Sixty one Thousand eight hundred forty three Dollars 00/100

The contract shall be awarded to the lowest responsible bidder based on the TOTAL BID.
INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information: (Additional sheets may be attached if necessary.)

(1) Address: P.O. Box 261321, Encino, CA 91426

(2) Telephone: (818) 620-7547

(3) Type of firm - Individual, Partnership, or Corporation:

Corporation

(4) Corporation organized under the laws of the State of

California

(5) Contractor's license number and class:

869505, A, B, C8, C13, C33

(6) DIR Contractor Registration Number:

(7) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

Danish Shahnavaz, President
727 E. Cypress Ave. #1, Burbank, CA 91501

Shahnavaz Shahnavaz
727 E. Cypress Ave. #10, Burbank, CA 91501

(8) Number of years experience as a contractor in construction work: 10

(9) List at least three similar projects completed as of recent date:

Contract Amount Class of Work Date Completed Name, Address of Owner and Telephone No.

$ 92,340 Concrete, Paint 5/15/15 City of RPF, Ms. Raznik (310) 544-5337

$ 384,795 Concrete, Paint 9/15/13 City of Arcadia, Mr. Wragg (626) 577-5402

$ 12,400, Concrete 4/11/15 L.A.U.S.D., Mr. Roger Letwin (818) 394-2462

(10) List the name of the person who inspected the site of the proposed work for your firm:

Danish Shahnavaz

(11) NOTE: Upon request of the City, the bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other information.
STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.
(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor’s State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor’s State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: 869505
Class: A, B, C 8, C 13, C 33
Expiration Date: 8/31/2017
Date: 1/25/2015
Signature: [Signature]
DESIGNATION OF SUBCONTRACTORS  
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

<table>
<thead>
<tr>
<th>Name under which Subcontractor is Licensed and Registered</th>
<th>CSLB License Number(s) and Class(es)</th>
<th>DIR Contractor Registration Number</th>
<th>Address and Phone Number</th>
<th>Type of Work (e.g., Electrical)</th>
<th>Percentage of Total Bid (e.g., 10%)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

*The percentage of the total Bid shall represent the “portion of the work” for the purposes of Public Contract Code Section 4104(b).
CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS
Bidder must list all subcontractors, regardless of dollar amount or percentage of bid.

<table>
<thead>
<tr>
<th>SUBCONTRACTORS</th>
<th>Employer Identification Number</th>
<th>Contractor License Number</th>
<th>Contract Amount</th>
<th>Estimated Start Date</th>
<th>Estimated Completion Date</th>
<th>TRADES TO BE USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
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</tbody>
</table>

Signature: ____________________________
Name and Title: Dariusz Shahnawaz / President
Date: 12/2/15
Company Name: DASH Construction Company, Inc.
INDUSTRIAL SAFETY RECORD FORM

Bidder's Name: DASH Construction Company, Inc.

<table>
<thead>
<tr>
<th>Current Year of Record</th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>Total dollar amount of contracts (in thousands of dollars)</td>
<td>388 K</td>
<td>198 K</td>
<td>396 K</td>
<td>330 K</td>
<td>954 K</td>
<td>422 K, 2,688 K</td>
</tr>
<tr>
<td>Number of fatalities</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Number of lost workday cases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Number of lost workday cases involving permanent transfer to another job or termination of employment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature: ___________________________  Signature: ___________________________
Title: President  Title: ___________________________
Date: 2/7/15  Date: ___________________________
KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes, ("Public Agency"), has issued an invitation for bids for the work described as follows:

**ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW**
(Community Development Block Grant Project #601659-14)

WHEREAS Dash Construction Company, Inc.

20501 Ventura Blvd., #255, Woodland Hills, CA 91364

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW THEREFORE, we, the undersigned Principal, and ________________

American Contractors Indemnity Company,

601 South Figueroa St., #1600, Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Ten Percent of the total Amount of the Bid in --------------------------------- Dollars ($ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code 2845.
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below; the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: December 1st, 2015.

"Principal"
Dash Construction Company, Inc.

By: ____________________________
Its

By: ____________________________
Its

"Surety"
American Contractors Indemnity Company

By: ____________________________
Its Attorney-in-Fact, Elisabete Salazar

By: ____________________________
Its

(Seal) (Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles  

On **December 1st, 2015** before me, **Trina Lee Vega, Notary Public**,

Date **Here Insert Name and Title of the Officer**

personally appeared **Elisabete Salazar**

**Name(s) of Signer(s)**

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

**Signature of Notary Public**

**Place Notary Seal Above**

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

**Title or Type of Document:** ______________________________  **Document Date:** ______________________________

**Number of Pages:** ______  **Signer(s) Other Than Named Above:** ______________________________

**Capacity(ies) Claimed by Signer(s)**

**Signer’s Name:** ______________________________  **Signer’s Name:** ______________________________

- Corporate Officer — Title(s):  
- Partner — Limited  
- General  
- Individual  
- Attorney in Fact  
- Trustee  
- Guardian or Conservator  
- Other:

**Signer Is Representing:** ______________________________  **Signer Is Representing:** ______________________________

- Corporate Officer — Title(s):  
- Partner — Limited  
- General  
- Individual  
- Attorney in Fact  
- Trustee  
- Guardian or Conservator  
- Other:

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POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

Patricia Zenizo, Elisabete Salazar or Pietro Micciche of Los Angeles California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars ($**3,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Re it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact May be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Re it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

Corporate Seals

By: Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature                        (Seal)

I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of December, 2015.

Corporate Seals

Bond No. N/A
Agency No. 3057

Michael Chalekson, Assistant Secretary
NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code § 7106]

State of California  )
County of Los Angeles ) ss.
City of )

The undersigned declares:

I am the President of Dash Construction, 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 11/27/2015 [date], at 7:30 AM [city], California [state].

Signature

Subscribed and sworn to before me on 11/27/2015
(Date)

(Notary Seal)

FRED K. JACOBSON
Commission # 2130201
Notary Public - California
Los Angeles County
My Comm. Expires Nov 11, 2019

Signature

Notary Public
ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: DASH Construction Company, Inc.

The Bidder shall signify receipt of all Addenda here, if any:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11/25/15</td>
<td>D/2</td>
</tr>
<tr>
<td>2</td>
<td>12/2/15</td>
<td>D/8</td>
</tr>
</tbody>
</table>

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contract No. [as designated in Question 3 of Section XIII of the Questionnaire]: 101

Contract Date: 3/21/2015

Final Contract Amount (as adjusted): $210,000

Project Name: Fabricate and Install Decorative Pots in East Los Angeles
Project Address: Ford Street, Olympic Blvd, Cesar Chavez

[Project Owner]: County of Los Angeles
Contact Name: Ms. Lisa Blagoj
Contact Telephone Number: 626-468-3923

Design Professional (i.e., Architect or, if none, Engineer):
Design Professional Contact Name:
Design Professional Telephone Number:

Construction Manager (insert "N/A" if none or if Contractor acted as the CM): N/A
Construction Manager Contact Name:
Construction Manager Telephone Number:

Prime Contractor (if Contractor acted as a Subcontractor):
Prime Contractor Contact Name:
Prime Contractor Telephone Number:

General Description of Project and Contractor's Scope of Work:
Fabricate decorative pots, installed in East Los Angeles.dain back fill, installed plants on four streets in East Los Angeles

Originally-Scheduled Completion Date: September 24, 2015
Contract Time Extensions [number of days]:
Actual Completion Date: September 24, 2015
<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Accessibility Transition Plan Implementation</th>
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<tbody>
<tr>
<td>Project Address:</td>
<td>Four locations in Rancho Palos Verdes</td>
</tr>
<tr>
<td>(Project Owner):</td>
<td>City of Rancho Palos Verdes</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Ms. Diana Raznik, P.E.</td>
</tr>
<tr>
<td>Contact Telephone Number:</td>
<td>(310) 544-5337</td>
</tr>
<tr>
<td>Design Professional [i.e., Architect or, if none, Engineer]:</td>
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<td>Design Professional Contact Name:</td>
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<tr>
<td>Design Professional Telephone Number:</td>
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<tr>
<td>Construction Manager [insert &quot;N/A&quot; if none or if Contractor acted as the CM]:</td>
<td>N/A</td>
</tr>
<tr>
<td>Construction Manager Contact Name:</td>
<td></td>
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<tr>
<td>Construction Manager Telephone Number:</td>
<td></td>
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<tr>
<td>Prime Contractor [if Contractor acted as a Subcontractor]:</td>
<td></td>
</tr>
<tr>
<td>Prime Contractor Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Prime Contractor Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

General Description of Project and Contractor's Scope of Work:
Project in four locations in Rancho Palos Verdes. Concrete sidewalk/parking lot striping, repair of the playground, installation of playground rubber surfacing, fence, gate, fabricate and install benches, install electric code opener.

Originally-Scheduled Completion Date: 5/15/2015
Contract Time Extensions (number of days): 0
Actual Completion Date: 5/15/2015
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contract No. (as designated in Question 3 of Section XIII of the Questionnaire): NO. 3

Contract Date: 3/15/2013

Final Contract Amount (as adjusted): $387,795.65

Project Name: City Hall Exterior Renovation

Project Address: 246 W. Huntington Dr, Arcadia, CA 91007

(Project Owner): City of Arcadia

Contact Name: Mr. Philip Wong

Contact Telephone Number: 626-574-5488

Design Professional (i.e., Architect or, if none, Engineer):

Design Professional Contact Name: 

Design Professional Telephone Number: 

Construction Manager (insert "N/A" if none or if Contractor acted as the CM): N/A

Construction Manager Contact Name: 

Construction Manager Telephone Number: 

Prime Contractor (If Contractor acted as a Subcontractor):

Prime Contractor Contact Name: 

Prime Contractor Telephone Number: 

General Description of Project and Contractor's Scope of Work:

Extensive renovation of Arcadia City Hall, Painting, Railways, Landscape, Concrete, Railing, ADA Ramp, doors replaced.

Originally-Scheduled Completion Date: 9/15/2013

Contract Time Extensions (number of days): 0

Actual Completion Date: 9/15/2013
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contract No. (as designated in Question 3 of Section XIII of the Questionnaire): No. 4
Contract Date: 11/5/2011
Final Contract Amount (as adjusted): $3,442,560

Project Name: Replacement of Existing CLE with WIE in 5 Schools
Project Address: Duarte Schools

School District (Project Owner): Duarte Unified School District
School District Contact Name: Mr. Mosher
School District Contact Telephone Number: (626) 599-5061

Design Professional (i.e., Architect or, if none, Engineer):
Design Professional Contact Name:
Design Professional Telephone Number:

Construction Manager (insert “N/A” if none or if Contractor acted as the CM): N/A
Construction Manager Contact Name:
Construction Manager Telephone Number:

Prime Contractor (if Contractor acted as a Subcontractor):
Prime Contractor Contact Name:
Prime Contractor Telephone Number:

General Description of Project and Contractor’s Scope of Work:
Removal/Replacement Chain Link Fence with Wrought Iron Fence, Gates in 5 Schools

Originally-Scheduled Completion Date: 12/15/2011
Contract Time Extensions (number of days): 0
Actual Completion Date: 12/15/2011
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contract No. (as designated in Question 3 of Section XIII of the Questionnaire): No. 5

Contract Date: 7/1/09

Final Contract Amount (as adjusted): $375,744.47

Project Name: Convert Classroom to Flexible Lab

Project Address: Downtown Business Magnet
1081 N Temple Ave, Los Angeles CA 90012

School District (Project Owner): LAUSD

School District Contact Name: Mr. Dean Trieu

School District Contact Telephone Number: (626) 300-6755/(626) 833-0627

Design Professional [i.e., Architect or, if none, Engineer]:

Design Professional Contact Name:

Design Professional Telephone Number:

Construction Manager (insert "N/A" if none or if Contractor acted as the CM): N/A

Construction Manager Contact Name:

Construction Manager Telephone Number:

Prime Contractor (if Contractor acted as a Subcontractor):

Prime Contractor Contact Name:

Prime Contractor Telephone Number:

General Description of Project and Contractor’s Scope of Work:
Convert Classroom to Flexible Lab, includes:
- Painting
- Concrete
- Cabinets
- Plumbing
- Electric
- Doors
- Flooring
- Restrooms Remodeling

Originally-Scheduled Completion Date: 9/1/2010

Contract Time Extensions (number of days): 0

Actual Completion Date: 9/1/2010
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contract No. (as designated in Question 3 of Section XIII of the Questionnaire): 

Contract Date: 

Final Contract Amount (as adjusted): 

Project Name: Alteration to Rooms 145, 145, and 184 Air Resource Board

Project Address: 9528 Telstar Ave, El Monte, CA 91731

Project Owner: Department of General Services

Contact Name: Mr. Alan Pengelhan

Contact Telephone Number: (416) 375-4246

Design Professional (i.e., Architect or, if none, Engineer):

Design Professional Contact Name:

Design Professional Telephone Number:

Construction Manager (insert "N/A" if none or if Contractor acted as the CM): NA

Construction Manager Contact Name:

Construction Manager Telephone Number:

Prime Contractor (if Contractor acted as a Subcontractor):

Prime Contractor Contact Name:

Prime Contractor Telephone Number:

General Description of Project and Contractor's Scope of Work:

Install heavy duty outdoor Dehumidification System, Condensing Unit, and Air Conditioning System; Install Classroom and Equipment.

Originally-Scheduled Completion Date: December 15, 2011

Contract Time Extensions (number of days): 

Actual Completion Date: 12/15/2011

27
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contract No. (as designated in Question 3 of Section XIII of the Questionnaire): No. 7
Contract Date: 7/5/12
Final Contract Amount (as adjusted): $129,000

Project Name: Installation of new fence and removal of fence at
Project Address: 4521 W. 147th St., Lawndale, CA 90260

School District (Project Owner): Lawndale Elementary School District
School District Contact Name: Jorge Ramirez
School District Contact Telephone Number: (310) 973-1300

Design Professional (i.e., Architect or, if none, Engineer):
Design Professional Contact Name:
Design Professional Telephone Number:

Construction Manager (insert "N/A" if none or if Contractor acted as the CM): N/A
Construction Manager Contact Name:
Construction Manager Telephone Number:

Prime Contractor (if Contractor acted as a Subcontractor):
Prime Contractor Contact Name:
Prime Contractor Telephone Number:

General Description of Project and Contractor's Scope of Work:
INSTALLED NEW FENCE AND GATES AND REMOVAL
OF OLD FENCE AT LUCILLE SMITH ELEMENTARY SCHOOL

Originally-Scheduled Completion Date: 8/15/2012
Contract Time Extensions (number of days): 0
Actual Completion Date: 8/15/2012
PROJECT INFORMATION SHEET
(Make copies of blank sheet as needed)

Contra~
No. (as designated in Question 3 of Section XIII of the Questionnaire): No. 8

Contract Date: 5/30/09

Final Contract Amount (as adjusted): $2,753,339.31

Project Name: Convert Classroom to Flexible Lab

Project Address: Eshag Learning Center

School-District (Project Owner): Los Angeles Unified School District

School District Contact Name: Mr. Velasco

School District Contact Telephone Number: 213-745-1683

Design Professional (i.e., Architect or, if none, Engineer):

Design Professional Contact Name:

Design Professional Telephone Number:

Construction Manager (insert "N/A" if none or if Contractor acted as the CM): N/A

Construction Manager Contact Name:

Construction Manager Telephone Number:

Prime Contractor (if Contractor acted as a Subcontractor):

Prime Contractor Contact Name:

Prime Contractor Telephone Number:

General Description of Project and Contractor's Scope of Work:

Convert Classroom to Flexible Lab,

Plumbing, Electrical, Cabinets, Concrete,

Pavement, Doors, Replacement.

Originally-Scheduled Completion Date: 9/14/10

Contract Time Extensions (number of days): 0

Actual Completion Date: 9/14/10
ADDENDUM #1

ADA ACCESS RAMPS AND SIDEWALK IMPROVEMENTS ON PVDW
PROJECT # 601659-14
In accordance with “Addenda” on page 1-1 of the “Instructions to Bidders”, the following changes (revisions, additions, and/or deletions) as noted below, are hereby incorporated and made a part of the subject plans, specifications and contract documents for this project. Portions of the Contract, not specifically mentioned in the Addendum, remain in force. All trades affected shall be fully advised of these revisions, deletions, and additions.

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original specifications and Contract Documents.

Each bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda and shall ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW. A bidder's failure to address the requirements of this addendum or failure to acknowledge the receipt of this addendum may result in that Bid being rejected as nonresponsive.

The subject contract documents are hereby amended as follows:

Item 1- The latest Federal Wage Decision issued, dated November 6, 2015. The attached Federal Wage Decision and CDBG forms shall supersede Appendix IV included in the specifications.

Item 2- Reference Specification Page NC-1. The date for submittal of bids is revised. The updated Notice Inviting Bids, Page NC-1R, is attached.

Item 3- RFI 1, Question 1 & Answer

Q. Appendix V calls for professional liability insurance and pollution liability insurance. Does the bid require professional liability and pollution liability insurances?

A. Yes, per Appendix V, insurance is needed for professional liability and pollution liability. Please see page C-24 of the Contract section 11. Check the box for pollution Liability and, only if you are using professional services, add in Professional liability on a blank line.

Item 4- RFI 1, Question 2 & Answer

Q. Page NC-1 states that the bid date is Monday, December 1. December 1 is a Tuesday. Is Tuesday, December 1 the correct bid date?

A. This is to be addressed in Addendum 1, Item 2. The bid opening is Tuesday December 1, 2015 at 10:00 AM.
Item 5- RFI 1, Question 3 & Answer

Q. Regarding concrete and masonry walls, plan sheets S1 and S2 show concrete retaining walls, and plan sheet S3 shows CMU retaining walls as an alternate. The AARCON report in the specs has info for both concrete and CMU walls.

a. Bid item 3 covers a block wall retention structure.
   i. What spec covers the scope (location, dimensions, etc.) of this block wall retention structure?
   ii. Is the block wall retention structure temporary?
   iii. Is the removal of the block wall retention structure a part of the bid?
   iv. Are the plans for the CMU retaining wall for the temporary block wall retention structure?
   v. Construction Note “D” on plan sheet 2 calls for “provide support or remove as needed”. Can the City quantify how much wall is to be supported and how much is to be removed?

b. Bid item 4 covers a concrete retaining wall.
   i. Does the City want a concrete or CMU retaining wall?
   ii. Is there an alternate bid for the CMU retaining wall?
   iii. Is it up to the bidder to decide which type of wall to bid?

A. The structural plans are for the new construction only.

a. This bid item covers dealing with the existing private walls or fences that are not stable and the effort it may take to protect the new work to be constructed. This effort is to include what is necessary depending on what is uncovered once the shrubs are trimmed up to providing a temporary support system to create a safe working area for the project. Also, if the existing wall is so unstable that removal is necessary, that removal is included in item no. 3.

See Section 12, page SP-5

   i. There are no locations or dimensions available.
   ii. If support is needed, it will be temporary and removal is not part of this project.
   iii. No
   iv. No, there are no plans for any temporary support structure. The configuration will be up to the Contractor and communicated to the City with a shop drawing submittal.
   v. No, it will depend on what is uncovered following the trimming.

b. See responses below, i, ii, iii:

   i. There is an alternate bid item for the wall. It is intended for the Contractor to bid on or the other.
   ii. Yes, see the bid sheet.
   iii. Yes

Item 6- RFI 1, Question 4 & Answer

Q. In order to install the new retaining wall, the existing vines and shrubs will probably have to be removed. If the vines are removed from the side of the wall facing PVOW, then the vines on the other side (the side facing the home) might die depending on which side the roots are on.

a. Will the homeowners be OK with the vegetation dying?

b. Will the Contractor be responsible for removing the vines from the homeowners’ side of the wall?
c. Will the City coordinate with the homeowners for access to the backyards?

A. All vegetation originating in the City Right of Way should be cleared and grubbed where appropriate. Said vegetation that has infiltrated private property shall be removed by the contractor and not left dead in private property. Contractor shall not go onto private property without consent of the private property owner. Coordination with Private Property owners will be conducted by the City, its officials, employees, or agents. Vegetation originating in private property that has encroached into City Right of Way should be trimmed back to the property line at the furthest and done so in a way to keep vegetation alive. Once again, coordination with private property owners will be conducted by the City, its officials, employees, or agents.

BIDS MUST BE RECEIVED BY: 10:00 a.m. Tuesday, December 1, 2015

End of Addendum No. 1

Any questions regarding this Addendum should be directed to the Project Manager, James Flannigan at (310) 544-5277.

Michael Throne
Director of Public Works

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

Bidder's Signature Date

Please sign above and include this signed addendum in the Bid package. Failure to do so may result in that Bid being rejected as non-responsive.
ADDENDUM #2

ADA ACCESS RAMPS AND SIDEWALK IMPROVEMENTS ON PVDW

PROJECT # 601659-14
In accordance with “Addenda” on page I-1 of the “Instructions to Bidders”, the following changes (revisions, additions, and/or deletions) as noted below, are hereby incorporated and made a part of the subject plans, specifications and contract documents for this project. Portions of the Contract, not specifically mentioned in the Addendum, remain in force. All trades affected shall be fully advised of these revisions, deletions, and additions.

This Addendum forms a part of the Contract Documents for the above-identified project and modifies the original specifications and Contract Documents.

Each bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda and shall ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW. A bidder’s failure to address the requirements of this addendum or failure to acknowledge the receipt of this addendum may result in that Bid being rejected as nonresponsive.

The subject contract documents are hereby amended as follows:

Item 1 - Reference Specification Page NC-1R from Addendum No. 1. The date for submittal of bids is revised. The updated Notice Inviting Bids, Page NC-1RR, is attached.

Item 2 - Updated language has been added to “Prevailing Wage” located on page NC – 2 of the original bid document specifications. The updated Notice Inviting Bids, Page NC-2R, is attached.

Item 3 - Information for “Apprenticeship Program” has been added to Page NC-3R of the bid documents specifications and is attached.

Item 4 - Updated language has been added to “Bid Sheet” located on page P – 3 of the original bid document specifications. The updated Bid Sheet, Page P-3R, is attached.

Item 5 - Updated language has been added to Special Provisions of the original bid document specifications. The updated Special Provision on Page SP-15R and SP-16R is attached. This change adds an item 17 “Construct Temporary Slope and Block Wall Support Structure.”

Item 6- RFI 2, Question 1 & Answer

Q. Addendum 1 states that there is an alternate bid item for the CMU wall (as an alternate to bid item 4, the concrete wall). The bid proposal only has seven bid items and no alternate items; there is no bid item for a CMU wall. Is there an alternate bid item for the CMU wall?

A. This is to be addressed in Addendum 1, item 4. There is an updated bid sheet.
Item 6- RFI 2, Question 2 & Answer

Q. Bid item 7 is for “traffic striping” but the plans don’t show any striping work. What scope does bid item 7 cover?

A. This is to be addressed in Addendum 1, item 4. There is an updated bid sheet.

BIDS MUST BE RECEIVED BY: 11:00 a.m. Thursday, December 3, 2015

End of Addendum No. 2

Any questions regarding this Addendum should be directed to the Project Manager, James Flannigan at (310) 544-5277.

Michael Throne
Director of Public Works

Nov 30 2015

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.

Bidder’s Signature

11/30/2015

Date

Please sign above and include this signed addendum in the Bid package. Failure to do so may result in that Bid being rejected as non-responsive.
November 27, 2015

Shahrooz Shahnavaz
DASH Construction Company, Inc.
P.O. Box 261321
Encino, CA 91426

Mr. James Flannigan, Assistant Engineer
City of Rancho Palos Verdes
Department of Public Works
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Office Phone (310) 544-5277

RE: ADA ACCESS AND SIDEWALK IMPROVEMENTS

Dear Mr. Flannigan,

I am the Secretary for DASH Construction Company, Inc. I hereby authorize Dariush Shahnavaz to sign any documents on my behalf for the above referenced project. If you have any question, please do not hesitate to contact me directly on my phone at (818) 400-3531.

Best Regards

Shahrooz R. Shahnavaz
1 Errors detected, cannot file this statement

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

Fees $25.00.

IMPORTANT - Read instructions before completing this SI-200-NC form.

Copies of e-filed statements are not provided at the time of filing. Therefore, you may wish to print the completed pages for your records prior to submission. Copies of filed documents may be requested using our Business Entities Records Order form.

1. CORPORATION NUMBER, NAME AND ADDRESS OF RECORD

| C2914749 |
| DASH CONSTRUCTION COMPANY, INC. |
| 727 E CYPRESS AVENUE UNIT # 101 |
| BURBANK, CA 91501 |

2. [ ] If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 3.

If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE (DO NOT USE PO BOX)

| ADDRESS |
| 727 E CYPRESS AVENUE |
| UNIT # 101 |
| CITY |
| BURBANK |
| STATE |
| CA |
| ZIP CODE |
| 91501 |
| COUNTRY |
| UNITED STATES |

4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY (DO NOT USE PO BOX)

| ADDRESS |
| |
| CITY |
| |
| STATE |
| CA |
| ZIP CODE |

5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3
IN CARE OF/ATTENTION:

| ADDRESS |

https://businessfilings.sos.ca.gov/frm200.asp
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<th>LAST</th>
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<tr>
<td>6. CHIEF EXECUTIVE OFFICER</td>
<td>DARIUSH</td>
<td>SHAHNAVAZ</td>
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<tr>
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<tr>
<td>8. CHIEF FINANCIAL OFFICER</td>
<td>SHAHROOZ</td>
<td>REZA</td>
<td>SHAHNAVAZ</td>
</tr>
<tr>
<td>CITY</td>
<td></td>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>BURBANK</td>
<td>CA</td>
<td>91501</td>
<td>UNITED STATES</td>
</tr>
</tbody>
</table>

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director.)

<table>
<thead>
<tr>
<th>DIRECTOR</th>
<th>FIRST</th>
<th>MIDDLE</th>
<th>LAST</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>DARIUSH</td>
<td>SHAHNAVAZ</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td></td>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>BURBANK</td>
<td>CA</td>
<td>91501</td>
<td>UNITED STATES</td>
</tr>
</tbody>
</table>

10. Duplicate director name found.

<table>
<thead>
<tr>
<th>FIRST</th>
<th>MIDDLE</th>
<th>LAST</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHAHROOZ</td>
<td>REZA</td>
<td>SHAHNAVAZ</td>
</tr>
<tr>
<td>CITY</td>
<td></td>
<td>STATE</td>
</tr>
<tr>
<td>BURBANK</td>
<td>CA</td>
<td>91501</td>
</tr>
</tbody>
</table>
727 E CYPRESS AVENUE
UNIT # 101
CITY STATE ZIP CODE COUNTRY
BURBANK CA 91501 UNITED STATES

11. FIRST MIDDLE LAST
ADDRESS

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

13. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS

☑ AN INDIVIDUAL RESIDING IN CALIFORNIA
AGENT'S FIRST MIDDLE LAST
DARIUSH SHAHRnaz

☒ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.
NAME OF CORPORATE AGENT View List

14. STREET ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL
ADDRESS
727 E CYPRESS AVENUE
UNIT # 101
CITY STATE ZIP CODE
BURBANK CA 91501

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

CONSTRUCTION

16. ENTER THE NAME AND TITLE OF THE PERSON COMPLETING THIS STATEMENT. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCUD ANY ATTACHMENTS, IS TRUE AND CORRECT.
DATE TITLE FIRST MIDDLE LAST
1/21/2008 CHIEF FINANCIAL SHAHRoOZ REZA SHAHRnaz

https://businessfilings.com.ca.gov frm200.asm
Attachment C

Construction Contract
DASH Construction Company, Inc.
CITY OF RANCHO PALOS VERDES
AGREEMENT FOR ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW
(Community Development Block Grant Project #601659-14)

THIS AGREEMENT (the “Agreement”) is made and entered this __________, by and between the CITY OF RANCHO PALOS VERDES, a California municipal corporation (“City”) and __________ (“Contractor”). Contractor’s license number is __________.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW (“Project”), as described in this Agreement and in the Bid Documents (including the Notice Inviting Sealed Bids, the Instructions to Bidders, the General Provisions, the Special Provisions, the Proposal, Appendices I through V, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any said documents), which are on file with the Department of Public Works and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (commonly known as the “Greenbook”), including supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California (collectively “Standard Specifications”), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

2. **Extra Work.** Extra work, when ordered in writing by the Director of Public Works and accepted by the Contractor, shall be paid for underwritten work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the Director of Public Works, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

3. **Effective Date.** This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.

4. **Force Majeure.** Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

5. **Compensation.** In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of ______________ dollars ($______) in accordance with the prices as submitted in Contractor’s Proposal, attached hereto as Exhibit “A” and incorporated herein by this reference.

6. **Payments.** City shall make payments within thirty (30) days after receipt of undisputed and properly submitted payment requests from Contractor. City shall return to Contractor any payment
request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days, after receipt and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.


a. At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.

b. Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.

c. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

d. If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor’s total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

e. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

8. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit “B.”

9. Time. Upon receipt of written Notice to Proceed from the City, Contractor shall perform with due diligence the services requested by the City as specified in the Bid Documents. Time is of the essence
in this Agreement.

10. Unresolved Disputes. In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall notify City promptly of its intention to submit a claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and Rancho Palos Verdes Municipal Code chapter 3.24 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

11. Default and Remedies.

a. Default shall consist of any failure by the Contractor to perform under this Agreement or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Agreement. Actions which constitute a default include, but are not limited to: (1) failure to submit to the City reports which are required pursuant to this Agreement or the submission of required reports that are incorrect or incomplete; (2) submission of requests for payment or reimbursement of amounts that are incorrect or incomplete; (3) the failure of Contractor to accept any additional conditions which may be required by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency; or (4) failure to perform any activity required by this Agreement.

b. Upon occurrence of any default, the City shall advise Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the Agreement. If Contractor does not cure the default within thirty (30) days of receipt of written notice from the City, the City may continue the suspension or, by written notice of termination, may terminate this Agreement.

c. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Agreement, and the City may deduct the amount of damages from any outstanding payments to Contractor or may withhold payments until such time as the exact amount of the damages is determined.

12. Termination.

a. The City may cancel this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

b. If federal funding for this Agreement is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement.
c. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/HOME funds by the Contractor under this Agreement shall, at the option of the City, become the City's property, and Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any work satisfactorily completed hereunder.

13. Indemnity.

a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Bid Protests. In addition to its obligations pursuant to Section 13(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.

c. Civil Code Exception. Nothing in Section 13(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code section 2782(b).

d. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

e. Waiver of Right of Subrogation. 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 arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

f. Survival. The provisions of this Section 13 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment
is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee’s right to recover under this indemnity provision.

14. **Incorporation by Reference.** All of the following documents are attached hereto and incorporated herein by this reference: City of Rancho Palos Verdes Instructions for Execution of Instruments; Insurance Requirements for the City of Rancho Palos Verdes Public Works Contract; Workers’ Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); Additional Insured Endorsement (Excess Liability); Non-Segregated Facilities Certification; Equal Employment Opportunity Commitment; U.S. Department of Housing and Urban Development Report of Additional Classification and Rate (HUD Form 4230A); U.S. Department of Labor Employment Standards Administration Wage and Hour Division Payroll; Contracting with Small Business Minority Firms, Women’s Business Enterprise and Labor Surplus Area Firms; Federal Equal Employment Opportunity/Affirmative Action Requirements; Past Performance Certification; and Fringe Benefit Payment Certification.

15. **Record-Keeping and Reporting.**

   a. **Records to be Kept.** Records shall be maintained in accordance with the requirements prescribed by the Secretary of Housing and Urban Development (“HUD”) or the County of Los Angeles (the “County”) with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Agreement. Additionally, pursuant to Government Code Section 8546.7, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

   b. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

   c. **Inspection of Records.** At any time during normal business hours and as often as City, County, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to any of these entities for examination all of its records, with respect to all matters covered by this Agreement, and will permit any of these entities to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.

16. **Lobbying Certifications.** The Los Angeles County Lobbyist Code Chapter 2.160 County Ordinance No. 93-0031 Certification and the Federal Lobbyist Requirements Certification are attached hereto and incorporated herein by this reference. Consultant shall complete and file these Certifications as required by the City or the County.

17. **Utilities.** The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

18. **Location of Existing Elements.** The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor’s sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.
19. **Antitrust Claims.** Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to the City 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 California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

20. **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 over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

21. **Workers' Compensation Insurance.** California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby 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 workers' compensation or to under take 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."

22. **Subcontracting.** Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

23. **Debarred, Suspended or Ineligible Contractors.** Contractor shall not be, and shall ensure all subcontractors are not, debarred, suspended or placed in eligibility status under the provisions of 24 C.F.R. Part 24 throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code sections 1777.1 or 1777.7.

24. **Anti-Discrimination.** Contractor shall adhere to all federal discrimination requirements, including Executive Order 11246, as listed in the Federal Discrimination Provisions, which is attached hereto and incorporated herein by this reference. Contractor shall also adhere to the Equal Employment Opportunity Regulations for Federally Assisted Construction Contracts, which is attached hereto and incorporated herein by this reference. Contractor shall ensure equal opportunity to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.
25. **Conflicts of Interest.**

   a. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

   b. No official, officer, employee, or agent of the City or Contractor shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said officials, officers, employees, and agents are similarly barred from having any financial interest in the program.

   c. No person who exercises, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

   d. Contractor shall take appropriate steps to assure compliance with paragraph (b) of this Section and will incorporate the following provision into every subcontract:

   "Interest of Subcontractor and Employees. The Subcontractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Subcontractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

26. **Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

27. **Davis-Bacon Act, Copeland Anti-Kickback Act, and Prevailing Wages.** City and Contractor acknowledge that this project is a public work to which prevailing wages apply. City and Contractor acknowledge that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon Act ((40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5)) and related acts, are incorporated by this reference and will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm), the higher of the two will prevail. The rates per diem for each type of worker are on file with the Public Works Director at City Hall at the address listed below, and are available to anyone upon request. The documents titled U.S. Department of Housing and Urban
Development Office of Labor Relations Federal Labor Standards Provisions and Agreement to Comply with California Labor Law Requirements are attached hereto and incorporated herein by this reference. Eight hours of labor constitutes a legal day's work. The Copeland “Anti-Kick Back Act” (18 U.S.C. 876), as supplemented in Department of Labor regulations (29 CFR Part 3), shall apply, and Contractor shall not induce, by any means, any person employed in this Project to give up any part of the compensation to which he or she is otherwise entitled.

28. Contract Work Hours and Safety Standards Act. In employing mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 327 et seq.), as supplemented by Department of Labor Regulations contained in 29 C.F.R. Parts 3, 5 and 5a. Contractor shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than forty (40) hours in that workweek, except as provided in the Contract Work Hours and Safety Standards Act. When a violation occurs, Contractor is liable to the affected employee for the employee's unpaid wages and to the City for liquidated damages equal to ten dollars ($10) for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

29. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement, including those governing the funds provided under this Agreement.

30. Bonds. Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required forms entitled Payment Bond (Labor and Materials) and Performance Bond are attached hereto and incorporated herein by this reference. Contractor shall also obtain a one-year warranty bond in an amount that is not less than the total compensation amount of this Agreement and in a form approved by the City Attorney and shall deliver this bond to the City before the City's acceptance of the project; alternatively, the Contractor shall submit written evidence from the surety of an extension to its performance bond, to be effective for a year after acceptance by the City, and shall submit this extension before the City's acceptance of the Project.


a. All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the CITY without restriction or limitation upon their use, duplication or dissemination by the CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any Written Products. CONSULTANT hereby assigns to the CITY all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the CITY pursuant to this paragraph.

b. CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the CITY has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of CITY officials, harmless from any loss, claim or liability in any way
related to a claim that CITY's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

c. Upon termination, abandonment or suspension of the Project, the CONSULTANT shall deliver to the CITY all Written Products and other deliverables related to the Project without additional cost or expense to the CITY. If CONSULTANT prepares a document on a computer, CONSULTANT shall provide CITY with said document both in a printed format and in an electronic format that is acceptable to the CITY.

32. **Contractor's Representations.** Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

33. **Non-Assignability; Subcontracting.** Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

34. **Applicable Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

35. **Titles.** The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

36. **Authority.** The person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

37. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements.
38. **Amendment.** The City or Contractor may only modify or amend this Agreement or any provision herein in a writing signed by both parties which expressly refers to this Agreement. The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendments signed by both the City and Contractor.

39. **Construction.** In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

40. **Non-waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

41. **Notice.** Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor’s or City’s regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

   **To CITY:**
   
   Mr. Michael Throne, Director of Public Works
   City of Rancho Palos Verdes
   30940 Hawthorne Boulevard
   Rancho Palos Verdes, CA 90275

   **To CONTRACTOR:**
   
   The address listed in Exhibit “A.”

42. **Counterparts.** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

43. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

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

   CITY OF RANCHO PALOS VERDES

   By: ______________________________
ATTEST:
By: __________________________
   City Clerk

CONTRACTOR:
By: __________________________
Printed Name: __________________
Date: _________________________

By: __________________________
Printed Name: __________________
Date: _________________________
CITY OF RANCHO PALOS VERDES

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY – IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF RANCHO PALOS VERDES – IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.

2. By a Partnership. The name of the partnership must be set forth followed by the signatures of all of the partners. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

3. By an LLC. The name of the LLC must be set forth, followed by the signatures of two corporate officers: one signature must be from the Chairperson of the Board, the President or any Vice President, and the other signature must be from the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer of the LLC. Alternatively, the name of the LLC must be set forth, followed by the signature(s) of a member, manager or two managers with authority to bind the LLC if he, she or they submit a copy of the articles of organization and highlight the provision stating who manages the LLC or otherwise has authority to bind the LLC. In either case, all signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.

4. By a Corporation. The name of the corporation must be set forth, followed by the signatures of two corporate officers: one signature must be from the Chairperson of the Board, the President or any Vice President, and the other signature must be from the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer of the corporation. All signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.

If any person or entity wishes to sign the Agreement or any other forms that must be signed in a manner other than as required above, that person or entity must first submit to the City for approval documentation evidencing the authority to bind the individual, partnership or corporation in the alternative manner proposed.
INSURANCE REQUIREMENTS FOR CITY OF RANCHO PALOS VERDES
PUBLIC WORKS CONTRACT

The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, a policy or policies of comprehensive public liability insurance with an insurance company admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by A. M. Best & Company to, and approved by, the Director of Public Works and City Attorney, within minimum limits of one Million Dollars ($1,000,000.00) combined single limit coverage with an aggregate of Two Million Dollars ($2,000,000.00) against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this agreement; (2) Automotive liability insurance with a minimum combined single limits coverage of One Million Dollars ($1,000,000.00) with an aggregate of Two Million Dollars ($2,000,000.00); and (3) workers' compensation insurance as required by law. The contractor shall at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of workers' compensation insurance and shall provide to the City evidence of such coverage in the form set forth herein. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability, automotive liability, and worker’s compensation coverages.

a) All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day’s prior written notice thereof. The Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

b) The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and the pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due to the Contractor.

c) The Contractor shall submit to the City (1) insurance certificate indicating compliance with the minimum worker’s compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City’s appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.
PAYMENT BOND  
(LABOR AND MATERIALS)

WHEREAS the City of Rancho Palos Verdes, California ("Public Agency") has awarded to ____________________________  
(Name and address of Contractor)  
(“Principal”), a contract (the “Contract”), which is incorporated herein by this reference, for the work described as follows:  

ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW  
(Community Development Block Grant Project #601659-14)

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code before entering upon the performance of the work to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and ________________________________  
(Name and address of Surety)  
(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of ____________________________

Dollars ($____________________) (the “Penal Sum”), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: __________________________

"Principal"

____________________________

____________________________

By: ____________________________
Its

By: ____________________________
Its

"Surety"

____________________________

____________________________

By: ____________________________
Its

By: ____________________________
Its

(Seal) (Seal)

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: ____________________________
Insurance Administrator

By: ____________________________
Public Agency Attorney

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
PERFORMANCE BOND

WHEREAS the City of Rancho Palos Verdes, California ("Public Agency") has awarded to ______________

(Name and address of Contractor)

(“Principal”), a contract (the “Contract”) for the work described as follows:

ADA ACCESS AND SIDEWALK IMPROVEMENTS ON PVDW
(Community Development Block Grant Project #601659-14)

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and ______________________________________

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of ____________________________ Dollars ($__________________________) in lawful money of the United States of America, this amount being not less than the total Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal’s part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: ________________________________

"Principal"

______________________________

______________________________

By: ________________________________

Its

By: ________________________________

Its

"Surety"

______________________________

______________________________

By: ________________________________

Its

By: ________________________________

Its

(Seal)

APPROVED AS TO SURETY AND PRINCIPAL AMOUNT

By: ________________________________

Insurance Administrator

(Seal)

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: ________________________________

Public Agency Attorney

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
WORKERS’ COMPENSATION
Certificate of Insurance

WHEREAS, the City of Rancho Palos Verdes has required certain insurance to be provided by:

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

1. This certificate is issued to:

   City of Rancho Palos Verdes
   City Hall
   30940 Hawthorne Boulevard
   Rancho Palos Verdes, California 90275

2. The insured under such policy or policies are:

3. Workers’ Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insured as follows:

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<tr>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
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4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days’ written notice thereof has been served upon the City Clerk of the City of Rancho Palos Verdes

   ____________________________________________

   ____________________________________________

By: _________________________________________

   Its Authorized Representative
AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which among other things requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2,
Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby 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 workers' 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."

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Date: __________________________

Signature 1: __________________________

Signature 2: __________________________
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: ________________________________

Indemnitor(s) (list all names):
To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rancho Palos Verdes and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material persons, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. 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. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, 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 Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.
"Indemnitor"

Name: ________________________

By: ________________________
  Its

Name: ________________________

By: ________________________
  Its
ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity (ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____________________________ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insured (the above named additional insured are hereafter referred to as the "Additional Insured") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insured have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverage afforded the Additional Insured under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insured shall be called upon to contribute with the insurance coverage provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insured.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insured, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insured.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
   City of Rancho Palos Verdes

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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<tr>
<th>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</th>
<th>POLICY PERIOD</th>
<th>LIMITS OF LIABILITY</th>
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverage. Includes:
- Contractual Liability
- Owners/Landlords/Tenants
- Manufacturers/Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Extended Bodily Injury
- Broad Form Comprehensive
- General Liability Endorsement
- Explosion Hazard
- Collapse Hazard
- Underground Property Damage
- Pollution Liability
- Liquor Liability
- Products/Completed Operations
- Underground Property Damage
- Pollution Liability
- Liquor Liability
- Extended Bodily Injury
- Broad Form Comprehensive
- General Liability Endorsement

12. A ☐ deductible or ☐ self-insured retention (check one) of $________________________
applies to all coverage(s) except: _____________________________________________
   (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on ________________ at 12:01 a.m. and forms a part of Policy Number _____________.

   I. _____________________________________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

   Executed ______________________________________, 20____

   ________________________________
   Signature of Authorized Representative

   (Original signature only; no facsimile signature or initialed signature accepted)

   Telephone No.: (____) __________

   ADDITIONAL INSURED ENDORSEMENT
   AUTOMOBILE LIABILITY
General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The ____________________________________________
   ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insured (the above named additional insured are hereafter referred to as the "Additional Insured") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insured have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverage afforded the Additional Insured under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insured shall be called upon to contribute with the insurance coverage provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insured.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insured, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insured.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<table>
<thead>
<tr>
<th>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</th>
<th>POLICY PERIOD FROM/TO</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
</table>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverage. Includes:

- Any Automobiles
- All Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Scheduled Automobiles
- Garage Coverage
- Truckers Coverage
- Motor Carrier Act
- Bus Regulatory Reform Act
- Public Livery Coverage
- Motor Carrier Act
- Bus Regulatory Reform Act
- Public Livery Coverage

12. A □ deductible or □ self-insured retention (check one) of $____________________ applies to all coverage(s) except: ___(if none, so state). The deductible is applicable G per claim or G per occurrence (check one).

13. This is an □ occurrence or □ claims made policy (check one).

14. This endorsement is effective on __________ at 12:01 a.m. and forms a part of Policy Number ___________.

I, ____________________________________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed __________________________, 20__

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) __________

C - 26

R6876-0010\1817323v2.doc
ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"): ________________________________

Name and address of Insurance Company ("Company"): ________________________________

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The "Public Agency", its elected officials, officers, attorneys, agents, employees, and volunteers are additional insured (the above named additional insured are hereafter referred to as the "Additional Insured") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insured have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverage afforded the Additional Insured under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insured shall be called upon to contribute with the insurance coverage provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insured.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insured, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insured.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Following Form</td>
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<tr>
<td>[ ] Umbrella Liability</td>
<td></td>
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</tbody>
</table>

11. Applicable underlying coverage:

<table>
<thead>
<tr>
<th>INSURANCE COMPANY</th>
<th>POLICY NO.</th>
<th>AMOUNT</th>
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</tbody>
</table>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverage:

13. A ☐ deductible or ☐ self-insured retention (check one) of $__________ applies to all coverage(s) except: ________________________________ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

14. This is an ☐ occurrence or ☐ claims made policy (check one).

15. This endorsement is effective on __________ at 12:01 a.m. and forms a part of Policy Number __________.

I, ___________________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed ______________________, 20__

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) ______________
STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

   (1) The person is particularly exempted from this chapter.

   (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now '20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(f) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.
(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

*Public Contract Code 20103.5:*

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: ________________________________

Class: ________________________________

Expiration Date: ________________________________

Date: ________________________________

Signature: ________________________________
FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: ___________________________ Date: ___________________________
Address: _______________________________________________________________
State: _______________ Zip Code: ___________ Phone No.: _______________________

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:
Name: ___________________________ Title: ___________________________
Signature: ___________________________ Date: ___________________________

Federal Lobbying Requirements Certification Form

Revised 09/30/05
FEDERAL DISCRIMINATION PROVISIONS

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d), as amended by the Equal Employment Opportunity Act of 1972, which provide that no person shall, on the ground of race, color, national origin, or sex, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance, and Section 503 of the Rehabilitation Act of 1973, which provides for affirmative action to employ and advance qualified disabled people.

D. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101) and regulations at 28 CFR Part 35 and 29 CFR Title 1630, which provides prohibits discrimination based on disability, and Architectural Barriers Act of 1968, which requires buildings assigned for public use to be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities.

F. Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

Nondiscrimination:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO Officer:

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

Dissemination of policy:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
RECRUITMENT OF EMPLOYEES:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.
Attachment D

Proposal
AndersonPenna Partners, Inc.
November 12, 2015

Ms. Nicole Jules  
Department of Public Works  
City of Rancho Palos Verdes  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, CA 90275

Subject: Field Engineering Services Proposal – Palos Verdes Drive West at Hawthorne Boulevard Parkway Access Improvements CDBG No. 601659-14

Dear Nicole:

In response to your request, AndersonPenna Partners, Inc. (APP) is pleased to submit our proposal to provide field engineering services for the Palos Verdes Drive West ADA access project (CDBG No. 601659-14). This proposal will outline our recommendation for inspection activities for the project, proposed scope of services, schedule and the level of coverage anticipated.

PROJECT UNDERSTANDING

The parkway project will provide access along the northerly side of Palos Verdes Drive West between Rue Beaupre and Hawthorne Boulevard. In addition to the new sidewalk, a bus shelter will also be constructed north of Rue Beaupre. The project is straightforward with the exception of private block wall fencing the public right of way that is in various stages of deterioration and will have to be replaced. In order to address that issue, a small buttress wall has been included in the design and property owner coordination has been established. Additional coordination will be necessary prior to the bid and during construction so that the private property fences and security are maintained in a safe condition. It will also be important to ensure the contractor provides adequate traffic control on this arterial highway during the construction period.

The following activities are recommended to manage the planned construction:

- Coordination with private property owners
- Effective traffic control monitoring
- Construction staking
- Construction management and inspection on a frequent basis including daily reports
- Adequate BMP installations to control surface water and construction debris
- As built drawings in PDF format.

The contract time for the project is 30 working days. The number of days requiring inspection will probably be 25 or so and even then, some of the days will require something less than full time inspection. Therefore, the inspection time estimated
to establish a budget for the actual inspection of the project is 25 days at eight (8) hours per day. I plan to be the Construction Manager and primary Inspector.

Construction surveys will be needed and are part of this proposal. An estimated eight (8) hours are anticipated to complete the various staking elements and are included in the estimated fee.

**SCHEDULE**

The pre-construction meeting, expected within 5-6 weeks, will be the first activity followed with any coordination necessary with the utility companies. Coordination with the property owners will extend throughout the project duration.

**COMPENSATION**

The proposed total Not-to-Exceed fee for the above-described services is detailed on the attached Fee Breakdown spreadsheet using a blended hourly rate for the construction management and inspection. The total Not-to-Exceed fee is $25,630.00

Incidental costs relative to the assignment for office supplies, travel, phone calls, etc. are included in the above quoted Not-to-Exceed fee.

We look forward to assisting you on this assignment. Please contact me with any questions you may have.

Respectfully,

*AndersonPenna Partners, Inc.*

Robert Merrell, PE  
Senior Project Manager

David Anderson, PE  
Principal
## Fee Breakdown

<table>
<thead>
<tr>
<th>Classification</th>
<th>Project Manager</th>
<th>Constr. Manager</th>
<th>Constr. Inspection</th>
<th>Clerical</th>
<th>2-Man Crew</th>
<th>Total Hours</th>
<th>Billing Rate Summary</th>
<th>Outside Costs</th>
<th>Comments</th>
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<tbody>
<tr>
<td><strong>TASK BREAKDOWN</strong></td>
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<td>I. Construction Management and Inspection</td>
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<tr>
<td>2. Pre-construction Meeting</td>
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<td>3. Field Surveys</td>
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<td>5. On-site Construction Inspection (25 days)</td>
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City of Rancho Palos Verdes

Palos Verdes Drive West ADA Access Improvements (CDBG No. 601659-14)

Proposal Submittal
November 12, 2015

ANDERSON PENNA
- PARTNERS IN PROJECT DELIVERY -
Attachment E

Professional Services Agreement
AndersonPenna Partners, Inc.
CONTRACT SERVICES AGREEMENT

By and Between

CITY OF RANCHO PALOS VERDES

and

ANDERSONPENNA PARTNERS, INC.
AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF RANCHO PALOS VERDES AND
ANDERSONPENNA PARTNERS

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ______ day of _______, 2015 by and between the City of Rancho Palos Verdes, a California municipal corporation (“City”) and AndersonPenna Partners (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Rancho Palos Verdes’ Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose.
intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.
1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed twenty five-thousand six hundred and thirty dollars ($25,630.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less
contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.
3.2 **Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 **Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 **Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

**ARTICLE 4. COORDINATION OF WORK**

4.1 **Representatives and Personnel of Consultant.**

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<table>
<thead>
<tr>
<th>Robert Merrell, PE</th>
<th>Senior Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Title)</td>
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the
foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Michael Throne, Director of Public Works or his designee or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore,
Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used then the general aggregate limit shall be twice the occurrence limit.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each
subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] 
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers.
Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers,
agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's
obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer.
thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys’ Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees. Attorney’s fees shall include attorney’s fees on any appeal, and in addition a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.
No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Rancho Palos Verdes, 30940 Hawthorne Blvd., California 90275 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
9.3 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 **Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 **Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 **Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _______
9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RANCHO PALOS VERDES, a municipal corporation

__________________________
Jim Knight, Mayor

ATTEST:

__________________________
Carla Morreale, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

__________________________
David J. Aleshire, City Attorney

CONSULTANT:

__________________________
AndersonPenna Partners

By: ________________________
Name: ______________________
Title: ______________________

By: ________________________
Name: ______________________
Title: ______________________

Address: ____________________
__________________________

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On __________, 2015 before me, ___________________, personally appeared ___________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _______________________________

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _________________________

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES)) ________________________________

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT _________________________

NUMBER OF PAGES _________________________

DATE OF DOCUMENT _________________________

SIGNER(S) OTHER THAN NAMED ABOVE ________________________________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _______ , 2015 before me, _______________, personally appeared _______________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________________

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
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<tr>
<td>☐ INDIVIDUAL</td>
<td>TITLE OR TYPE OF DOCUMENT</td>
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<tr>
<td>☐ CORPORATE OFFICER</td>
<td></td>
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<td>☐ PARTNER(S)</td>
<td>NUMBER OF PAGES</td>
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<tr>
<td>☐ ATTORNEY-IN-FACT</td>
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<tr>
<td>☐ TRUSTEE(S)</td>
<td>DATE OF DOCUMENT</td>
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<td>☐ GUARDIAN/CONSERVATOR</td>
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<tr>
<td>☐ OTHER_______</td>
<td></td>
</tr>
</tbody>
</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

01203.0006/276800.1
EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Construction Management Services:

On this project, the Project Manager, Robert Merrell, PE, will fill several different functions and use the appropriate billing rate for each function.

A. Provide Project Manager services for ADA Access and Sidewalk Improvements on PVDW Project #601659-14.
   i. This includes private property fence coordination by coordinating with adjacent neighbors to establish placement of the new property wall.

B. Provide Construction Manager services for ADA Access and Sidewalk Improvements on PVDW Project #601659-14.
   i. This includes preparation for the pre-construction meeting by having knowledge of the project prior to the meeting and being prepared to lead the meeting.
   ii. This will also include utility coordination and submittal to the City of As Built drawings by coordinating with any affected utility agency owners as to scheduling of work and utility relocation management.

C. Provide Construction Inspector services for ADA Access and Sidewalk Improvements on PVDW Project #601659-14.
   i. This includes on-site construction inspection by:
      1. Performing administrative and contractual services as well as construction inspection. Robert Merrell, PE as Construction Inspector
      2. Monitoring pedestrian control. Robert Merrell, PE as Construction Inspector

D. Provide 2-man crew services for ADA Access and Sidewalk Improvements on PVDW Project #601659-14.
i. This includes field surveys through by conducting various staking elements for construction. Kelvin Kitaoka and a rodman will be the 2 people in the 2-man crew.

E. Provide outside cost services for ADA Access and Sidewalk Improvements on PVSD Project #601659-14.

i. This includes office related costs such as printing.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Construction files including emails, requests for information and responses, logs and changes to the construction documents.

B. Daily reports, weekly meeting minutes.

C. Final report including construction issues, resolutions to those issues, and inspection discussions.

D. As-Built drawings in PDF format.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. Daily status reports.

B. Weekly meeting minutes.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Robert Merrell, PE

B. Kelvin Kitaoka, PLS
EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

4.1 Representatives and Personnel of Consultant.

The following **Project Manager** of Consultant (**Key Person**) is hereby designated as being the **representative** of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Robert Merrell, PE  
(N name)  
Senior Project Manager  
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing **Key Person** were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing **Key Person** shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the **Key Person**. For purposes of this Agreement, the foregoing Key Person may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.
EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

<table>
<thead>
<tr>
<th>Task</th>
<th>Rate</th>
<th>Time</th>
<th>Sub-Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Project</td>
<td>$160.00/hr</td>
<td>20 hours</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Manager</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B. Construction</td>
<td>$150.00/hr</td>
<td>28 hours</td>
<td>$4,200.00</td>
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<tr>
<td>Manager</td>
<td></td>
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</tr>
<tr>
<td>C. Construction</td>
<td>$105.00/hr</td>
<td>155 hours</td>
<td>$16,275.00</td>
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<tr>
<td>Inspection</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>D. 2-Man Crew</td>
<td>$240.00/hr</td>
<td>8 hour</td>
<td>$1,920.00</td>
</tr>
<tr>
<td>E. Outside Costs</td>
<td>$35.00</td>
<td>O.D.C.</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $25,630.00 as provided in Section 2.1 of this Agreement.
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.

A. Consultant will have working days in conjunction with DASH Construction Company, Inc. for Palos Verdes Drive West ADA Access Improvements Project.

B. Consultant will work an average effort of 40-hours per week.

C. Work will end approximately 25 working days after the notice to proceed is issued to DASH Construction Company, Inc. It is anticipated that this will be in February 2016.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Construction files including emails, requests for information and responses, logs and changes to the construction documents will be delivered prior to the City's filing of a Notice of Completion with Los Angeles County and prior to payment of final invoice.

B. Daily Reports and weekly meeting minutes will be delivered weekly.

C. Final Report indicating construction issues, resolutions to those issues, inspection issues and discussions and completed labor compliance survey forms will be delivered prior to final invoice payment.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.