

**REQUEST FOR PROPOSAL  
TO PROVIDE  
PROFESSIONAL LIGHTING SERVICES FOR**

**THE PROCUREMENT, INSTALLATION, MAINTENANCE,  
REMOVAL AND REPLACEMENT OF WARM WHITE LED LIGHTS  
ON TREES WITHIN THE CITY OF BEVERLY HILLS**

**Project No. 18.28**



**CITY OF BEVERLY HILLS  
Public Works Department  
345 Foothill Road  
Beverly Hills, CA 90210**

*Release Date  
April 19, 2018*

**Proposal Deadline: 2:00 P.M. May 17, 2018**

**Project Contact:  
Derek Nguyen, Ph.D., P.E. – Project Manager  
DNguyen@BeverlyHills.org  
(310) 285-2473**

## 1.0 INTRODUCTION

The City of Beverly Hills (City) is soliciting proposals from qualified and experienced firms interested in providing professional lighting services for the Procurement, Installation, Maintenance, Removal and Replacement of Warm White Light Emitting Diode (LED) Lights on Trees within the City of Beverly Hills and multi-colored LED lights with lighted tree ornaments on certain streets during the holiday season. This request for proposal (RFP) contains project description, scope of work, evaluation process, general terms and conditions, and the City's template for contract agreement.

The intent of the RFP is to solicit a concise proposal to provide the services described within this RFP for the Procurement, Installation, Maintenance, Removal and Replacement of Warm White LED Lights on Trees and multi-colored LED lights with lighted tree ornaments on certain streets during the holiday season within the City of Beverly Hills.

This RFP does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

### **Tentative Schedule**

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release .....	April 19, 2018
<b>*Pre-Proposal Meeting .....</b>	<b>11am May 3, 2018</b>
Deadline for Proposers to Submit Questions .....	5pm May 7, 2018
Anticipated Deadline for City to Respond to Questions.....	5pm May 11, 2018
<b>Proposals due and receive by .....</b>	<b>2pm May 17, 2018</b>
<b>Recommend City Council to approve award .....</b>	<b>June 19, 2018</b>

\*The Pre-proposal Meeting will be held on **May 3, 2018 at 11 AM** at the following address:  
**City of Beverly Hills – Public Works Department**  
**345 Foothill Road**  
**Beverly Hills, CA 90210**

Attendance is not mandatory but interested vendors are strongly encouraged to attend.

Please note, all questions related to this RFP must be submitted in writing to [DNguyen@BeverlyHills.org](mailto:DNguyen@BeverlyHills.org) by 5PM on May 7, 2018. Thereafter, no additional questions will be entertained.

## 2.0 BACKGROUND

During the summer of 2017, warm white LED lighting was installed in various parts of the business district. The lighting has been well-received by multiple stakeholder groups. Additionally, streets such as La Cienega, South Robertson and South Beverly received multi-colored LED lights with tree ornaments during the holiday season and were highlighted as possible streets to expand the year round warm white LED tree light experience.

Due to the popularity of the programs, requests have been made to maintain and expand the LED lighting throughout the year.

A map of the City's existing LED tree lighting program is shown in **Exhibit A**, which also includes additional streets and/or segments of streets to be expanded as part of the year-round LED lighting program.

### **3.0 SCOPE OF WORK**

The scope of work that follows contains a general outline of the required tasks. Proposals submitted should include a detailed all-inclusive scope of work.

#### **Task 1: Procurement and Installation of Warm White LED Lights**

- As part of the City's LED tree lighting program, the following streets listed in items A through O have either been wrapped with warm white LED lights in 2017 and/or being proposed to be included as part of the expanded year-round LED tree lighting program.

All existing LED tree lights are expected to be replaced by October/November 2018. The successful vendor shall purchase and replace all existing LED lights with new LED lights during the October/November 2018 timeframe. Streets and/or segments of streets that are to be expanded with new LED lights shall receive new LED lights upon award of the contract.

In October/November 2019, all LED tree lights installed or replaced in 2018 shall be completely replaced with new LED lights. Vendor shall procure and install all LED lights necessary to wrap all trees (short palm trees, tall palm trees and ficus trees) as shown on **Exhibits A & B**.

Details of existing and/or expanded streets to be furnished and wrapped with LED tree lights are shown as follows:

**A. Rodeo Drive Side Walk Palm Trees between S. Santa Monica & Wilshire Blvd (82 Short Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**B. South Santa Monica Palm Trees between Wilshire Blvd. and Crescent Dr. (66 Short Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**C. South Santa Monica Ficus Trees between Wilshire Blvd. and Moreno Drive (40 Ficus Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**D. Beverly Canon Garden – Small Tree Trunk Wraps ( 16 decorative trees)**

- i. Wrap LED lights from 2-ft above ground up to 10-feet in height including branches as seen in example photo.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**E. North Beverly Drive Palm Trees between Wilshire Blvd. and S. Santa Monica Blvd. (47 Short Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**F. Dayton Way Palm Trees between Canon Drive and Rodeo Drive (40 Short Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**G. Brighton Way Palm Trees between Crescent Drive and Wilshire Blvd. (70 Short Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**H. Canon Drive Palm Trees between Wilshire Blvd. and South Santa Monica Blvd. (65 Short Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**I. N. Crescent Dr. Palm Trees between Dayton Way and Brighton Way (22 Tall Palm Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**J. South Beverly Drive Ficus Trees between Wilshire Blvd and Olympic Blvd (82 Ficus Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**K. Robertson Blvd. between Wilshire Blvd. and Gregory Way (34 Ficus Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**L. Robertson Blvd. between Gregory Way and Olympic Blvd (Westside of Robertson Blvd. only, 18 Ficus Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**M. La Cienega Blvd. between Clifton Way and Gregory Way (41 Ficus Trees)**

- i. Wrap LED lights from 2-ft above ground up to 15-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**N. Wilshire Blvd. between S. Santa Monica Blvd to La Cienega Blvd. (282 Tall Palm Trees)**

- i. Wrap LED lights from 10-ft above ground up to 40-feet in height.
- ii. Spacing shall be 4-in between LED light bulbs
- iii. Strand shall have green colored cord

**O. Olympic Blvd. between Robertson Blvd. and Beverly Drive (28 Ficus Trees)**

- iv. Wrap LED lights from 10-ft above ground up to 40-feet in height.
- v. Spacing shall be 4-in between LED light bulbs
- vi. Strand shall have green colored cord

**Task 2: Inspection and Maintenance of Warm White LED Lights**

- Vendor shall provide all necessary equipment, materials, and skilled-labor required to inspect and maintain Warm White LED lights installed on trees. For purposes of this RFP, assume a standard frequency of **2 times per week** during the regular times per year for a total of **104 regular scheduled maintenance trips** notwithstanding the additions below.
- A. Prior to special City events, the City may request for additional maintenance trips. Assume an **additional 10 trips per year will be requested for Special Events**.
  - B. After a rain event that could cause GFCIs to trip, the City may request additional maintenance trips to reset the GFCIs. Vendor shall be responsible to reset GFCIs as part of the weekly regular maintenance trips including any additional requests by City staff as a result of rain events.
  - C. During the summer events for the month of August – September, daily maintenance trips will be required. Assume an **additional 22 trips per year will be required for the summer programs**.
  - D. During the holiday season from mid-November through the first week of January, daily maintenance trips will be required. Assume **an additional 44 trips per year will be required for the programs during the holidays**.
  - E. For purposes of this RFP, assume total maintenance trips of **180 will be performed for all conditions listed above**.
  - F. For each maintenance trip, the vendor shall thoroughly examine all LED lights on trees for any noticeable defects and/or non-functionality and replace within the same week as necessary.
  - G. Burned out LED lights and those noticeably brighter or color quality visibly different than the rest of the lights on a single tree or distinguished from neighboring trees shall be replaced during the maintenance trips.
  - H. Tripped GFCI outlets causing LED lights outages shall be reset immediately as part of the maintenance trip.

- I. If specific trees have tripped GFCI on a frequent basis, vendor shall examine the light installation for deficiencies. If no deficiencies are found, vendor shall report the locations to the City. If the City determines there are no problems with the GFCI, vendor shall either trouble shoot each strand until the deficient stand is found or replace all strands at the discretion of the vendor.

**Task 3: Holiday Tree Lighting – Removal and Replacement**

- During the Holiday season, the City installs Holiday lighting décor throughout its business district and other surrounding areas. Certain areas of the City may be decorated with multi-colored lights for the Holiday and may require removal of existing warm white LED lights. Additionally, the City may also enhance trees with decorations within the canopy area of the tree, such as icicles or bulbs. **The holiday season is generally from the second/third week of November through the first week of January.** Work shall be scheduled for completion to coincide with the City’s Holiday Lighting Ceremony and to be **returned to the warm white LEDs by the first week of January.**

Vendor shall provide procurement, removal (as-needed) and installation of Holiday LED lights necessary to wrap all trees and add enhancements (as-needed) as shown on **Exhibit C.**

Warm white LEDs removed during the holiday program may be stored and used in later years as spare/replacement for warm white LEDs or reinstalled at the completion of the holiday lighting program. Such LEDs, however, shall be held to the same aesthetic uniformity standard as outline in the maintenance task. Additionally, multi-color LEDs and enhancements shall be stored during the year for use during successive holiday seasons.

For purposes of this proposal, assume the following streets will be replaced with decorative and/or holiday décor enhancements and require the removal of year-round LED lights during the holiday season:

- A. **South Beverly Drive Ficus Trees between Wilshire Blvd and Olympic Blvd (82 Ficus Trees)** – including branches as seen in photo in Exhibit D
  - i. Remove warm white LED lights
  - ii. Wrap **single-colored** LED lights from 2-ft above ground up to 15-feet in height.
  - iii. Spacing shall be 4-in between LED light bulbs
  - iv. Strand shall have green colored cord
  
- B. **Robertson Blvd. between Wilshire Blvd. and Gregory Way (34 Ficus Trees)**
  - i. Remove warm white LED lights
  - ii. Wrap **multi-colored** LED lights from 2-ft above ground up to 15-feet in height.
  - iii. Install icicle lights hanging from tree canopy, approximately **20-30** per tree
  - iv. Spacing shall be 4-in between LED light bulbs
  - v. Strand shall have green colored cord
  
- C. **Robertson Blvd. between Gregory Way and Olympic Blvd (Westside of Robertson Blvd. only, 18 Ficus Trees)**

- i. Remove warm white LED lights
- ii. Wrap **multi-colored** LED lights from 2-ft above ground up to 15-feet in height.
- iii. Install icicle lights hanging from tree canopy, approximately **20-30** per tree
- iv. Spacing shall be 4-in between LED light bulbs
- v. Strand shall have green colored cord

**D. La Cienega Blvd. between Clifton Way and Gregory Way (41 Ficus Trees)**

- i. Remove warm white LED lights
- ii. Wrap **single-colored** LED lights from 2-ft above ground up to 15-feet in height.
- iii. Install colored bulb lights hanging from tree canopy, approximately **20-30** per tree
- iv. Spacing shall be 4-in between LED light bulbs
- v. Strand shall have green colored cord
- i. Install white bulb LEDs hanging from tree canopy, approximately **20-30** per tree

**Task 4: Data Collection and Site Visit**

- A. Site Visit: Prior to preparing cost proposals, prospective vendors are encouraged to conduct site visits to examine the City’s existing LED tree lighting program as shown in Exhibit A. Please note that all LED lights are expected to stay lit from 10AM through 12AM midnight. Therefore, cost proposals shall include all equipment, materials, and necessary skilled-labor to provide the services to upkeep and maintain all LED lights to be operational during these hours.
- B. Cost Proposal: Prepare cost estimate to procure and install all LED lights as described herein including inspections and maintenance services and changing out LED lights with enhanced holiday décor herein.

Vendor shall prepare cost proposals for **Tasks 1-3** in accordance with Exhibit E – Cost Proposal Form. Cost proposals shall include all equipment, materials and necessary skilled-labor to provide the services described in each Task.

**Note:** The City has added a Management Reserve line item to be used at the City’s discretion for additional tasks not listed in this proposal. All cost proposals shall include the Management Reserve line item as part of the total cost.

**Task 5: Vendor Value Added Proposal (OPTIONAL)**

- Vendor may propose suggestions and/or methods related to cost and/or energy savings or suggest aesthetic enhancements. Please provide specific suggestions and provide a separate cost proposal similar to Task 4B showing the reduced/added costs that can be realized by the City if implemented. For example, Vendor may propose using higher quality LED lights



that may last longer than 12 months, therefore, saving the City the cost for procurement and reducing maintenance costs.

A value added proposal is **optional** and is not required but will be considered by the City if it results in improved customer experiences, energy and/or cost savings for similar outcome.

If applicable, provide any relevant recommendations on how the City could improve cost, effectiveness or efficiency for its current LED tree lighting program.

#### **4.0 CITY FURNISHED SERVICES**

City staff will be available to answer questions during all phases of work. The City will provide an in-house contract administrator. The City will assist in coordinating the dissemination of the following information during the procurement, installation, inspection and maintenance of this project:

- A. Available City information and reports for this project, including street maps, utility locations and other related materials.
- B. Any additional information residing in the City records which the parties agree may be of assistance during the design process.

#### **5.0 ELEMENTS OF THE PROPOSAL**

Please limit your proposal to approximately fifteen (15) pages, excluding cover letter, resumes, and pre-printed materials. Responses to this Request for Proposal shall be presented in the following format and order:

- A. Cover Letter: The letter shall be signed by an official authorized to bind the firm and shall contain a statement indicating that the proposal is valid for ninety days.
- B. Project Understanding: Present your understanding of the project and the general approach to be used.
- C. Scope of Work: The methodology and detailed Scope of Work proposed to accomplish the tasks shall be described in this section. Vendors shall provide a complete scope of services for all labor, materials, tools, equipment, services, incidentals, professional staff and sub-consultants and/or subcontractors to fully complete the project without extra work and are encouraged to recommend alternatives, added or reduced services which may enhance the overall quality of the project.
- D. Cost Proposal: Use Cost Proposal Form in **Exhibit E**
- E. Optional Value Added Proposal (if any)

- F. Company/Personnel: This section shall identify and define the qualifications and experience of the Project Manager and other key personnel to be assigned to the project. The proposal shall also include the names, qualifications and resumes of the firm including its sub-contractors who will be performing the work and a description of their experience relating specifically to this project. Describe the level of involvement for each of the subcontractor and a projection of their related cost(s). Provide an organizational chart indicating the project team and the individual responsibilities and reporting relationship.

The Project Manager must be fully involved and in control of the work effort and conversant in the project details on a day-to-day basis. Provide a listing of preferably (3) clients and projects for which similar work has been performed by the firm including contact persons, addresses and telephone numbers. Please ensure that the individuals referenced is still with the agency for which work was performed or give that person's current telephone number.

The Project Manager and other key personnel identified in the proposal are expected to remain assigned to the project through project completion. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence and experience upon written approval of City, which will not be unreasonably withheld.

- G. Specification sheets for all proposed materials such as warm white LED lights and holiday décor lighting (singled and multi-colored lights, icicles, colored spherical light bulbs, etc.)

## **6.0 PROPOSAL EVALUATION CRITERIA**

Evaluation and ranking of the proposals will be based upon the quality of the proposals, including comprehensiveness and responsiveness to the requirements of this RFP and the following criteria:

- Similar project experience, references and qualifications of the Vendor.
- Vendor's knowledge and understanding of the project, the approach and methodology that will be used to complete the project.
- The committed project schedule for implementation and completion of the Scope of Services, and Cost Proposal.

After the proposals are reviewed and ranked based on the criteria listed above, the proposal that, in the judgment of the reviewing staff, is the highest ranked with reasonable cost will be recommended to the City Council for award. The City may elect to conduct interviews with the top 2-3 highest ranking vendors for further evaluations as part of the proposal evaluation process.

## **7.0 PROPOSAL EVALUATION SCHEDULE**

The City shall utilize the following planning chart for the timetable and process of evaluating engineering proposals:

- Proposals due and received by: **May 17, 2018, 2:00PM**
- Recommend Council to approve Award: **June 19, 2018**
- Contract Execution: **July 1, 2018 (Tentatively)**

## **8.0 GENERAL TERMS AND CONDITIONS**

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the Vendor. Pre-contractual expenses are defined as expenses incurred by Vendor in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by Proposer prior to the date of the executed agreement.

The City of Beverly Hills reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any Proposer responding to this Request for Proposal.

The City reserves the right to cancel the project at any phase or at any point in any phase and pay the Vendor only for costs incurred to that date. All data, documents and other products used or developed during the project will remain the property of the City upon completion of that phase of the project.

**Once materials such as LED lights or decorative elements are purchased, they are the property of the City. Materials that are being stored on behalf of the City may be inspected or shall be immediately returned to the City upon request.**

## **8.1 CONTRACT BETWEEN VENDOR AND CITY**

The City will prepare a contract for implementation between the successful Vendor and the City. See **Exhibit E** for a sample of the City's contract agreement. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

## **8.2 LATE PROPOSALS**

It is the Vendor's sole responsibility to ensure that proposals are received at the City office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

## **8.3 WITHDRAWAL OF PROPOSALS**

Vendors may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

#### **8.4 REJECTION OF PROPOSALS**

The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

#### **8.5 PROPOSAL VALIDITY PERIOD**

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the contract that is negotiated with the successful consultant.

#### **8.6 SITE INSPECTION**

Proposers are urged to make site visits and examinations to become thoroughly familiar with the conditions affecting their proposal. Failure to make such investigations will not constitute grounds for additional claims or for extension of time under the contract and will not relieve the Vendor of the responsibility for meeting all requirements of the RFP.

#### **8.7 DOCUMENTS TO BE CONSTRUED TOGETHER**

The RFP, proposal and all documents incorporated by reference in a contract entered into between the Vendor and the City, and all modifications of said documents, shall be construed together as one document.

#### **8.8 EXTRA WORK OR MATERIALS**

The City shall have the right to make alterations, eliminations and additions in the work. Exercise of such right shall in no way void the contract. The value of such extra work shall be agreed upon by the City and the Vendor.

#### **8.9 NEWS RELEASES**

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name shall not appear on customer lists, advertising or other materials used to promote the Vendor's services without prior written approval of the City.

#### **9.0 CLOSING**

The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Services, schedule and fees with the selected Vendor. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. The City reserves the right to separate the work into various projects and negotiate and award each project to different vendors. The final proposals will be presented to the City Council for approval.

**Three (3) copies of the complete proposals including an electronic PDF copy in a flash drive must be received by the date and time specified in Section 7.0 of this RFP. Deliver or mail proposals to:**

Hand Deliveries: City of Beverly Hills – Public Works Department  
345 Foothill Road  
Beverly Hills, California 90210  
Attn.: **Derek Nguyen, Ph.D., P.E. – Project Manager**

Mailed Deliveries: City of Beverly Hills – Public Works Department  
345 Foothill Road  
Beverly Hills, California 90210  
Attn.: **Derek Nguyen, Ph.D., P.E. – Project Manager**

### **ATTACHMENTS**

- Exhibit A: Map of the City Existing LED tree lighting program
- Exhibit B: Tabulation of the City’s LED tree lighting program
- Exhibit C: Tabulation of the City’s LED tree lights to be exchanged and enhanced during the holiday season
- Exhibit D: Examples of Current holiday ‘enhancement’ for trees
- Exhibit E: Cost Proposal Form
- Exhibit F: Sample Contract Agreement



**Legend**

**TREE TYPES  
SYMBOLGY**

- SHORT PALM TREES
- TALL PALM TREES
- FICUS TREES
- DECORATIVE TREES
- - - NEW TREES
- LAFCO CITY BOUNDARY
- CBH BLOCKS

**EXHIBIT A: MAP OF THE CITY EXISTING LED TREE LIGHTING PROGRAM**

**Exhibit B:** Tabulation of the City’s LED tree lighting (existing and to be expanded)

Name of Street	Location	Type of Trees	Number of Trees
Rodeo Drive Side Walk	Between S. Santa Monica & Wilshire Blvd	Short Palm Trees	82
South Santa Monica Blvd.	Between Wilshire Blvd. and Crescent Dr.	Short Palm Trees	66
South Santa Monica Blvd.	Between Wilshire Blvd. and Moreno Drive	Ficus Trees	40
Beverly Canon Garden	Between Canon Dr. and Beverly Dr.	Decorative trees	16
North Beverly Drive	Between Wilshire Blvd. and S. Santa Monica Blvd.	Short Palm Trees	47
Dayton Way	Between Canon Drive and Rodeo Drive	Short Palm Trees	40
Brighton Way	Between Crescent Drive and Wilshire Blvd.	Short Palm Trees	70
Canon Drive	Between Wilshire Blvd. and South Santa Monica Blvd.	Short Palm Trees	65
N. Crescent Drive	Between Dayton Way and Brighton Way	Tall Palm Trees	22
South Beverly Drive	Between Wilshire Blvd and Olympic Blvd	Ficus Trees	82
Robertson Blvd.	Between Wilshire Blvd. and Gregory Way	Ficus Trees	34
Robertson Blvd.	Between Gregory Way and Olympic Blvd. (west side only)	Ficus Trees	18
La Cienega Blvd.	Between Clifton Way and Gregory Way	Ficus Trees	41
Wilshire Blvd.	Between South Santa Monica Blvd to La Cienega Blvd.	Tall Palm Trees	282
Olympic Blvd.	Between Robertson Blvd. and Beverly Drive	Ficus Trees	28
<b>TOTAL</b>			<b>933</b>



## EXAMPLES OF LED TREE LIGHTING



*Example of Short Palm Tree LED Lighting  
Rodeo Drive*





*Example of Tall Palm Tree LED Lighting*  
**Wilshire Blvd.**



*Example of Decorative Tree LED Lighting*  
**Beverly Canon Garden**





*Example of Ficus Tree LED Lighting*  
**S. Santa Monica Blvd (West of Wilshire Blvd.)**

**Exhibit C:** Tabulation of the City’s LED tree lights to be exchanged and enhanced during the holiday season

Name of Street	Location	Type of Trees	Number of Trees
South Beverly Drive	Between Wilshire Blvd and Olympic Blvd	Ficus Trees	82
Robertson Blvd.	Between Wilshire Blvd. and Gregory Way	Ficus Trees	34
Robertson Blvd.	Between Gregory and Olympic Blvd. (West side only)	Ficus Trees	18
La Cienega Blvd.	Between Clifton Way and Gregory Way	Ficus Trees	41
<b>TOTAL</b>			<b>175</b>



**Exhibit D:** Examples of Holiday ‘enhancement’ for trees



**S. Beverly Drive**



**Robertson Blvd.**





**Robertson Blvd.**



**La Cienega Blvd.**

**Exhibit E: Cost Proposal Form**

Item	Description	Unit Cost	Quantity	Total
1	Procure and replace new LED lights for all existing streets in <b>Task 1</b> per Exhibit A in Oct/Nov 2018.		1	
2	Procure and install new LED lights for added streets and/or segments of streets to be expanded in <b>Task 1</b> per Exhibit A in Oct/Nov 2018		1	
3	Procure and replace all new LED lights for Items <b>A through O</b> in Task 1 in Oct/Nov 2019		1	
4	Cost to procure and wrap one (1) <b>Short Palm</b> tree as described herein		1	
5	Cost to procure and wrap one (1) Tall Palm tree as described herein		1	
6	Cost to procure and wrap one (1) Ficus tree as described herein		1	
7	Cost to procure and wrap one (1) small decorative tree trunk as described herein		1	
8	Weekly inspection and maintenance trips for <b>Task 2</b>		104	
9	City requested Special Event inspection and maintenance trips		10	
10	City requested Summer Program (August – September) inspection and maintenance trips		22	
11	City requested Holiday Program (mid-November through mid-January) inspection and maintenance trips		44	
12	Holiday tree lighting change out–removal and replacement for <b>Task 3</b>		1	
13	Management Reserve	\$150,000	1	\$150,000
			TOTAL	

Write or type Cost Proposal in words:

\_\_\_\_\_ DOLLARS

AND \_\_\_\_\_ CENTS

**Please Note:** Cost proposal shall include all taxes and incidentals necessary for the procurement and installation of LED lights specified. Vendor shall provide all necessary equipment, materials and skilled-labor required to upkeep, maintain, removal and/or replace defective, faded or non-operational LED lights with new LED lights which are to be operational daily during the hours of 10AM – 12AM Midnight.

All existing LED lights are to be replaced by October/November 2018. New streets and/or segments of streets proposed to be added as part of the expanded LED tree lighting program shall be purchased and installed upon contract execution.

In October/November 2019, all LED lights installed in 2018 shall be completely replaced. The City intends to sign a one (1) year contract with the successful vendor. Upon review of the vendor's performance, the City may extend the contract for four (4) additional one-year terms for a total of five (5) years. This is a prevailing wage contract, the successful vendor must be able to meet all prevailing wage requirements for public contracts.



**Exhibit F:** Sample Contract Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR MAINTENANCE SERVICES  
RELATED TO BRIEFLY DESCRIBE

NAME OF CONTRACTOR: Insert name of CONTRACTOR

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name, title

CONTRACTOR'S ADDRESS: insert street address  
insert city, state, zip code  
Attention: Insert name, title

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Dept. Head's Name, Title

COMMENCEMENT DATE: Insert date of commencement

TERMINATION DATE: Insert date of termination

CONSIDERATION: Not to exceed \$ Insert consideration amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR MAINTENANCE SERVICES  
RELATED TO BRIEFLY DESCRIBE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert CONTRACTOR's name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) Compensation

*If compensation is based on an hourly rate*

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

*If compensation is based on a flat fee*

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses [check applicable provision]

*If no reimbursable expenses*

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

*If CITY reimburses for certain expenses in addition to compensation*

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent CONTRACTOR. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent CONTRACTOR. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-CONTRACTORS to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C,

attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(h) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall

become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Prevailing Wage. CITY and CONTRACTOR acknowledge that this project is a public work to which prevailing wages apply. CONTRACTOR shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit D, attached hereto and incorporated herein by this reference.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

---

Insert Dept Head/ CFO/ CM Name  
Insert Title

CONTRACTOR:

---

Insert CONTRACTOR Name  
Insert Title

---

Insert CONTRACTOR Name  
Insert Title

APPROVED AS TO CONTENT:

---

Insert Dept Head Name  
Title

---

Insert Risk Manager Name  
Risk Manager



EXHIBIT A  
SCOPE OF WORK

CONTRACTOR shall perform the following services:

Describe the services in detail. Include schedule for deliverables and/or services

If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

Tie amounts to deliverables/services, if applicable

(a) [Rates/Compensation]

(b) CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in this Exhibit.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONTRACTOR agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONTRACTOR's officers, employees, agents or others employed by CONTRACTOR while engaged by CONTRACTOR in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT D

### Terms for Compliance with California Labor Law Requirements

CONTRACTOR acknowledges that the project as defined in this Agreement between CONTRACTOR and 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.

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.

CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to CITY prior to the effective date of this Agreement. CONTRACTOR shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If CONTRACTOR or any subcontractor cease to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify CITY.

Pursuant to Labor Code Section 1771.4, CONTRACTOR's services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.

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.

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. 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.

CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which 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.

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 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.

CONTRACTOR acknowledges that eight 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. CONTRACTOR shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 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 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

California Labor Code Sections 1860 and 3700 provide that every employer 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."

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.

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.

Draft