



AGENDA REPORT

Meeting Date: August 18, 2015
Item Number: D-16
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN
Attachments: 1. Agreements (5)

ITEM A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND UPTOWN SERVICES, LLC TO PROVIDE AS-NEEDED CONSULTING SERVICES RELATED TO THE CITY'S FIBER INITIATIVES; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$250,000 TO UPTOWN SERVICES, LLC FOR THE SERVICES

RECOMMENDATION

Staff recommends that the City Council approve an agreement with Uptown Services, LLC for as needed consulting services related to the Beverly Hills Fiber Initiative, and authorize a purchase order in an amount not to exceed \$250,000 for the services.

INTRODUCTION

The City Council has identified Fiber to the Premise as a priority and directed staff to create a Fiber Network and Services Strategic Plan. Upon review of the business analyses completed to date, as well as receipt of further input from the Technology Committee and direction from the City Council, staff determined that additional professional services are required to ensure the level of progress for the Fiber to the Premise project anticipated by the Council during this fiscal year.

DISCUSSION

As part of the Fiber to the Premise Council priority item, staff conducted research to find a consultant skilled at providing fiber network related strategic plans for municipalities. The City entered into an agreement with the consultant for development a Strategic Plan specifically related to the Beverly Hills business community. Development of the Plan began in June of 2014 and amended to also include the residential community on February 17, 2015.

Based on the findings detailed in the latest draft of the Fiber Network Strategic Plan, staff is requesting engineering services to ensure proper design, documentation and specifications to expand the City's network capabilities.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

ITEM B. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 3M COMPANY FOR AS NEEDED SERVICES RELATED TO MAINTENANCE AND SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE RECOGNITION ("ALPR") SYSTEM; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$175,000 TO 3M COMPANY FOR THE GOODS AND SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with 3M Company for maintenance and support of the City's Public Safety ALPR Systems, and authorize a purchase order in an amount not to exceed \$175,000 for replacement parts, maintenance and support services during the term of the Agreement. This expenditure was anticipated and is part of Information Technology's work plan for this fiscal year.

INTRODUCTION

The City Council has prioritized Community Video Security initiatives as important to the public safety for the benefit of residents, businesses and visitors. The ALPR System has been identified as an important part of the Community Video Security initiatives and requires ongoing maintenance and support to ensure maximum utility.

DISCUSSION

The City currently administers, manages and maintains twenty-three (23) mobile and stationary ALPR units. Twelve (12) are in police vehicles, and 11 are fixed sites located at the intersections of Beverly & Coldwater (1), La Cienega & Gregory Way (3), Loma Vista & Carla Ridge (1), Santa Monica & Wilshire (4), and Sunset & Hillcrest (2). This Agreement provides for the services and replacement parts needed for proper administration, management and ongoing maintenance of the ALPR System including hardware, software, equipment and related services.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

ITEM C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. FOR VOICE AND DATA CABLING, AND RELATED SERVICES; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$100,000 TO PACIFIC COAST CABLING, INC. FOR THE GOODS AND SERVICES

RECOMMENDATION

Staff recommends that the City Council award the contract related to Bid No. 15-34 to the lowest responsible bidder Pacific Coast Cabling, Inc., approve a 3-year Agreement

between the City and Pacific Coast Cabling, Inc. for Voice and Data Cabling and related services for an amount not to exceed \$100,000 annually, and authorize a purchase order in an amount not to exceed \$100,000.

INTRODUCTION

Based on ongoing activities and projects, City staff has found an ongoing need for an experienced contractor to provide voice and data cabling, and related services in support of citywide technology-related projects on an as needed basis. This includes all necessary parts, and labor associated with installation, termination and testing fiber and copper cabling, labeling, and any additional necessary cabling items. It also includes replacement of end-of-life equipment, expansion of current voice and data capabilities through the City and as needed maintenance and services.

Pacific Coast Cabling has a proven history of providing excellent cabling services for citywide projects at reasonable costs. In addition to providing a bid proposal with the lowest overall cost to the City using the materials specified by the City, Pacific Coast Cabling's experience and reputation, including the company's ability to perform and to provide required materials in a timely manner are significant. Based on past contracts, the company's reputation in the industry and within the City for providing the highest quality of goods and services also weigh in as significant factors.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

ITEM D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WILCON OPERATIONS, LLC D.B.A. WILCON FOR FIBER SERVICES RELATED TO THE CITY'S NETWORK CAPACITY AND INTERNET PRESENCE; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$75,000 TO WILCON FOR SERVICES

RECOMMENDATION

Staff requests that the City Council approve the 5-year agreement with Wilcon for fiber services to expand the City's current network and internet capacities, and to create redundant fiber infrastructure for the City's network and internet services. Then annual cost is an amount not to exceed \$75,000 for a 5-year contract total not to exceed \$375,000.

INTRODUCTION

The City Council has identified the Fiber to the Premise initiative as a priority and has directed staff to invest in the resources necessary to further Beverly Hills Fiber initiatives. The proposed Agreement with Wilcon will enhance the City's network infrastructure and is a necessary step in expansion of the City's network capabilities.

DISCUSSION

Staff has researched viable cost effective alternatives for enhancement of the City's existing network in furtherance of the Beverly Hills Fiber initiatives. Upon review of the offerings related to expansion of the City's fiber network, staff determined that Wilcon would be a good fit and offer the City the flexibility and redundancy needed to be able to provide Fiber to the Premise for residents and businesses.

The agreement with Wilcon provides for build out of the City's existing Municipal Area Network to Wilcon's existing larger fiber network. By utilizing an established larger fiber network, the City's network capabilities can increase substantially, with minimal build-out, and have the added benefit of triple redundancy.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

ITEM E. APPROVAL TO ISSUE A PURCHASE ORDER TO WHITE NELSON DIEHL EVANS, LLP IN THE AMOUNT OF \$65,727 FOR FY 2015/16 FOR PROFESSIONAL AUDIT SERVICES

RECOMMENDATION

Staff recommends that the City Council approve a purchase order with White Nelson Diehl Evans to continue to provide financial audit services as part of the annual financial statement audit, Single audit, and GANN Limit Report preparation for fiscal year ending June 30, 2015.

INTRODUCTION

On June 19, 2012 Council approved agreement #239-12 with White Nelson Diehl Evans LLP and the firm has provided professional audit services to the City since that time. Scheduled fees for this fiscal year are \$65,727.

DISCUSSION

This multi-year agreement was met to provide the City with professional audit services. This agreement is due to expire this fiscal year and staff will conduct a Request for Proposal (RFP) for these services at that time.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

ITEM F. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PSOMAS FOR AS NEEDED ENGINEERING SERVICES RELATED TO THE CITY'S INFORMATION TECHNOLOGY INITIATIVES; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$55,000 TO PSOMAS FOR THE SERVICES

RECOMMENDATION

Staff requests that the City Council approve an Agreement with Psomas for as needed professional engineering services related to the City's technology initiatives, and authorize a purchase order for the services in an amount not to exceed \$55,000.

INTRODUCTION

The Information Technology Department (IT) seeks professional engineering services related to preparation of plans and specifications for various technology infrastructure projects; many are related to the City's Beverly Hills Fiber, Wi-Fi expansion, and Community Video Security initiatives.

DISCUSSION

IT has worked closely with all departments to develop a 5-Year Strategic Technology Plan that is informed by City Council priorities, the City's General and Economic Sustainability Plans, and citywide technology initiatives included in each department's work plans. Based on the planned technology projects for this fiscal year, staff determined that significant professional engineering services would be needed to ensure accurate documentation of the various technology infrastructure build-out activities.

IT consulted with the City's Capital Assets Department, Engineering Division to find a trusted engineering firm that has a proven track record of accuracy and reliability in the provision of professional engineering services to prepare and finalize documentation of plans and specifications. Based on Capital Assets' input, IT requests that the City Council approve the proposed Agreement with Psomas to provide for engineering services during the course of this fiscal year.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.


Noel Marquis

Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND UPTOWN SERVICES, LLC TO PROVIDE AS-NEEDED CONSULTING SERVICES RELATED TO THE CITY'S FIBER INITIATIVES

NAME OF CONSULTANT: Uptown Services, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: Neil Shaw, President

CONSULTANT'S ADDRESS: 7324 Cortez Lane
Boulder, Colorado 80303

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer, Chief Information Officer

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2016, unless sooner terminated

CONSIDERATION: Not to exceed \$250,000.00, as detailed in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND UPTOWN SERVICES, LLC TO PROVIDE AS-NEEDED CONSULTING SERVICES RELATED TO THE CITY'S FIBER INITIATIVES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Uptown Services, LLC (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein by this reference (the "Services").

B. CONSULTANT represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the Services as 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.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONSULTANT and CONSULTANT agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B, ("Schedule and Rates of Payment"), attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 4. Method of Payment. Unless otherwise provided for herein, 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 Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent CONSULTANT. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as

herein set forth. CONSULTANT 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 CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT 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) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT 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. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT'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. CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT 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 CONSULTANT.

(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 CONSULTANT in performing the Scope of Work required by this Agreement.

(3) A policy or policies of Professional Liability Insurance coverage with minimum limits of One Million Dollars (\$1,000,000).

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

(b) CONSULTANT shall require each of its sub-CONSULTANTS 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 B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT 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, or a form satisfactory to the Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT 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 CONSULTANT 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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT 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 CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) days written notice to CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall

CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT 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 CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. 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 16. 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 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, 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 CONSULTANT.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 20. 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

JULIAN A GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: UPTOWN SERVICES, LLC

NEIL V. SHAW
President

APPROVED AS TO FORM:

LAURENCE WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide professional consulting services on an as-needed basis to meet the CITY's ongoing needs related to CITY's Fiber Initiative.

The Beverly Hills City Council has established an initiative to provide high speed broadband to the businesses and residences of CITY. High-speed connection to the Internet is a matter of necessity in the new global economy. CITY's FTTP initiative will provide super-fast and secure networking solutions to CITY's users. CITY will be among the few municipalities within the United States to deploy such a future-proofing, secure and cost-effective technology. CITY currently owns and maintains a scalable high-speed fiber optic network. This resilient network has been designed to support additional capacity to benefit businesses and residents.

For each requested engagement, CONSULTANT shall submit a written scope of work which shall include a breakdown of all costs and the performance schedule to CITY's authorized representative. Each proposal is subject to the City Manager or his designee's prior written approval, acceptance, and authorization to proceed.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

CITY shall pay CONSULTANT compensation for scheduled service during normal business hours. The total sum paid to CONSULTANT under this Agreement shall not exceed the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00), as set forth in purchase orders issued by CITY for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable) unless otherwise approved in writing by the Chief Information Officer.

CONSULTANT shall submit a monthly itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. CITY shall pay CONSULTANT all undisputed amounts of such billing within thirty (30) days of receipt of the same.

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

ADDRESS

- A.
- B.
- C.

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"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S 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: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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
 TITLE : _____
 AGENCY : _____ Address : _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND 3M COMPANY FOR AS NEEDED SERVICES
RELATED TO MAINTENANCE AND SUPPORT OF THE
CITY'S AUTOMATED LICENSE PLATE RECOGNITION
("ALPR") SYSTEM

NAME OF CONSULTANT: 3M Company

RESPONSIBLE PRINCIPAL OF CONSULTANT: Louis Wershaw, Public Safety

CONSULTANT'S ADDRESS: 3M Center
Bldg 225-4N-14
St. Paul, MN 55144
Attention: Louis Wershaw, Public Safety

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2016

CONSIDERATION: Not to exceed \$175,000.00, as detailed in Exhibit B, Schedule of Rates and Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND 3M COMPANY FOR AS NEEDED SERVICES
RELATED TO MAINTENANCE AND SUPPORT OF THE
CITY'S AUTOMATED LICENSE PLATE RECOGNITION
("ALPR") SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and 3M Company (hereinafter called "CONSULTANT").

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the Services 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.

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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, Schedule and Rates of Payment, attached hereto and incorporated herein.

(b) 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, unless approved in writing by the Chief Information Officer.

Section 5. Method of Payment. Unless otherwise provided for herein, 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 Exhibit B.

Section 6. Independent Contractor. CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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 7. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT 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 9. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. CONSULTANT 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 11. Interests of CONSULTANT. CONSULTANT 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 CONSULTANT.

Section 12. Insurance.

(a) CONSULTANT 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 CONSULTANT.

(2) A policy or policies of Business Auto 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 CONSULTANT in performing the Scope of Work required by this Agreement.

(3) 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. CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

(b) CONSULTANT 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 B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT 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, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured with respect to work under this Agreement.

(g) Intentionally Omitted.

(h) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. Waiver of subrogation does not apply to Professional Liability Insurance identified in subsection (a)(3) above.

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY.

Section 13. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, its elected officials, officers, agents and employees, 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 CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 14. 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 CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 15. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Services.

Section 16. Information and Documents. All data, information, documents and drawings specifically 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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the Scope of Services to be performed. Any changes in the Scope of Services must be made in writing and approved by both parties.

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 CONSULTANT, 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 CONSULTANT.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: 3M COMPANY



DANIEL F. MORAN
Lead Contracts Administrator
Traffic Safety and Security Division

[Signatures Continue]

APPROVED AS TO FORM:



LAURENCE WIENER
City Attorney

APPROVED AS TO CONTENT:



MAHDI ALUZRI
Interim City Manager

DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services in connection to the maintenance and support of CITY's Automated License Plate Recognition ("ALPR") System:

CONSULTANT shall provide maintenance and support services on an as-needed basis to meet the CITY's ongoing needs related to the CITY's ALPR System. The services shall include all necessary installation, configuration, field performance testing, and any additional services necessary to ensure that the ALPR System is functional to CITY's full satisfaction and in accordance with the published specifications.

For each requested engagement, CONSULTANT shall submit a written scope of work which shall include a breakdown of all costs, warranties and the performance schedule to CITY's authorized representative. Each proposal is subject to the City Manager or his designee's written approval, acceptance, and authorization to proceed.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

CITY shall pay CONSULTANT compensation for scheduled service during normal business hours. The total sum paid to CONSULTANT under this Agreement shall not exceed the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), as set forth in purchase orders issued by CITY for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable) unless otherwise approved in writing by the Chief Information Officer.

CONSULTANT shall submit a monthly itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. CITY shall pay CONSULTANT all undisputed amounts of such billing within thirty (30) days of receipt of the same.

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

ADDRESS

- A.
- B.
- C.

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"/> Consultant's PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S 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 : _____

APPENDIX A

FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and Pacific Coast Cabling, Inc., dba PCC Network Solutions, ("Contractor"), a Corporation, whose address is 9340 Elton Avenue, Chatsworth, California, 91311.

In consideration of the agreements herein contained, the parties agree as follows:

1. WORK TO BE PERFORMED. Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

2. CONTRACT DOCUMENTS. This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

- SECTION 1: NOTICE INVITING BIDS
- SECTION 2: INSTRUCTIONS TO BIDDERS
- SECTION 3: SPECIAL CITY REQUIREMENTS
- SECTION 4: GENERAL SPECIFICATIONS
- SECTION 5: DETAILED SPECIFICATIONS
- SECTION 7: ADDITIONAL FORMS

as contained in City's Bid Document for Bid No. 15-34 dated May 21, 2015, and

- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

of Contractor's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. PERFORMANCE PERIOD. Contractor shall commence Work after execution of the Contract, and shall complete all Work in accordance with the schedule as set forth by the City, from the date of receipt of a Notice To Proceed as set forth in the Contract Documents.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum not to exceed One Hundred Thousand Dollars (\$100,000.00) annually, payable as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

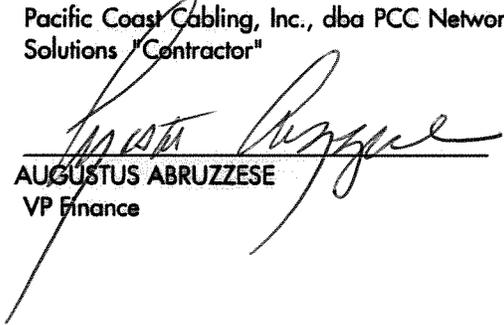
DATED: _____

DATED: 7.14.15 _____

CITY OF BEVERLY HILLS
"City"

Pacific Coast Cabling, Inc., dba PCC Network
Solutions "Contractor"

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, CA



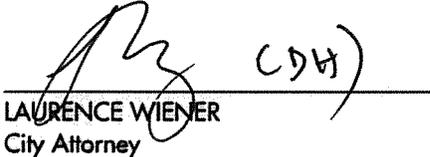
AUGUSTUS ABRUZZESE
VP Finance

ATTEST:

BYRON POPE
City Clerk

APPROVED TO FORM:

APPROVED AS TO CONTENT:



LAURENCE WIENER
City Attorney

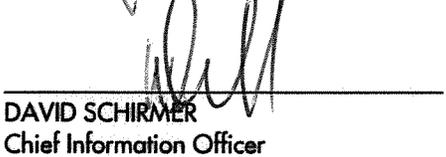


MAHDI ALUZRI
Interim City Manager

FUNDS AVAILABLE:



DON RHOADS
Director of Administrative Services / CFO



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

APPENDIX B

SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

The scope of work for this bid package is described in the following specifications and drawings. City will determine the response times in the individual Statements of Work provided during the term of the Agreement.

A. SPECIFICATIONS

1. General Cabling Services

a. Contractor shall provide materials and professional services related to the design and implementation of voice and data cabling installation at City facilities and internal and external locations within the City.

b. Contractor shall furnish all tools, material, cable, fiber. Equipment, labor, travel, and any and all out of pocket expenses to provide the requested voice and data cabling services, including but not limited to the attached equipment and services list (Appendix B, Attachment 1).

c. Contractor shall furnish all vehicles required to transport Contractor staff / labor, equipment and materials to the various job sites throughout the City.

d. Contractor shall furnish a portable generator, as needed, to operate any power tools required on remote job sites.

e. Contractor shall furnish, install and maintain all warning devices, i.e., barricades, cones, etc., required to adequately protect the public, City staff, and others during performance of the work.

f. Contractor shall furnish all materials required for completion of the work. All materials shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified.

2. Voice and Distribution Cabling

a. Copper Cabling to be supplied shall be Systimax CAT5e or CAT6 as specified by City and as required for the specific installation.

b. The installation of all premises, distribution, cross connect, patch, backbone and horizontal cabling must comply will all local code authority and the following EIA/TIA and ANSI specifications and/or standards, or the latest published specifications and standards:

3. Fiber Optic Cabling

a. Fiber Optic Cabling to be supplied shall be Corning single and multi-mode fiber as specified by City and as required for the specific installation.

b. All fiber optic cables and connetion means are to be designed and manufactured to all applicable ANSI/EIA/TIA specifications and standards.

4. Voice, Data and Fiber Terminations

a. Voice and data terminations shall be made with Sistimax information outlets and patch panels as required.

B. DRAWINGS

NONE

**APPENDIX B – ATTACHMENT 1
EQUIPMENT AND SERVICES**

Provide pricing for each itemized piece of equipment and services detailed below:

1. Cost per plenum CAT5e FT6 cable installed including termination, face plate, certification, and labeling.
 - a. 50-100 ft: \$ 85.00 (per line)
 - b. 101-200 ft: \$ 134.00 (per line)
 - c. 201-300 ft: \$ 197.00 (per line)
 - d. Identify the manufacturer(s) and part number(s) for proposed cabling (Systemax):
Systemax 2061 Cat 5E cable 760041939
Systemax MPS100E-270 Cat 5E Jack 108232752
 - e. Identify the manufacturer(s) and part number(s) for proposed face plate:
Systemax 1M14LE-246 4-Port Flush Faceplate 10833154
Systemax 1M20AP-246 Blank Inserts 107067860
 - f. Identify the certification methodology:
Certified with Fluke DTX-1800 Tester
Permanent Link Certification to ANSI/EIA/TIA-568-C.2 Cat 6 Standards

2. Cost per plenum CAT6 FT6 cable installed including termination, face plate, certification, and labeling.
 - a. 50-100 ft: \$ 111.00 (per line)
 - b. 101-200 ft: \$ 181.00 (per line)
 - c. 201-300 ft: \$ 275.00 (per line)
 - d. Identify the manufacturer(s) and part number(s) for proposed cabling (Systemax):
Systemax 2071E Cat 6 Cable 700208101
Systemax MG5400BH-262 Cat 6 Jack 700206725
 - e. Identify the manufacturer(s) and part number(s) for proposed face plate:
Systemax 1M14LE-246 4-Port Fluch Faceplate 10833154
Systemax 1M20AP-246 Blank Inserts 107067860
 - f. Identify the certification methodology:
Certified with Fluke DTX-1800
Permanent Link Certification to ANSI/EIA/TIA-568-C.2 Cat 6 Standards

3. Cost per 24 strand, single-mode fiber run including termination, certification, and enclosure.
 - a. \$ 2249.00 + \$2.39 per ft (per ft)
 - b. Identify the manufacturer(s) and part number(s) for proposed cabling (Corning):
Corning 024E81-33131-24 24-Strand Single Mode Fiber
Corning 95-201-98-SP LC Connectors
 - c. Identify the certification methodology:
Power Meter Light Source and Overall System Loss
ANSI/EIA/TIA-568C-0, TIA 526-7 Method A.1
 - d. Identify the manufacturer(s) and part number(s) for proposed enclosure(s):
Corning CCH-01U 1RU Connector Housing
Corning CCH-CP12-A9 12 Fiber Connector Panel

4. Cost 24 strand, multi-mode fiber run including termination, certification, and enclosure.
 - a. \$ 1481.00 + \$4.27 per ft (per ft)

- b. Identify the manufacturer(s) and part number(s) for proposed cabling (Corning):
Corning 024K81-33130-24 24 Strand 62.5 Multimode Fiber
Corning 95-101-98-SP LC Connectors
- c. Identify the certification methodology:
Power Meter Light Source and Overall System Loss
ANSI/EIA/TIA-568C-0, TIA 526-14A Method B
- d. Identify the manufacturer(s) and part number(s) for proposed enclosure(s):
Corning CCH-01U 1RU Connector Housing
Corning CCH-CP12-A8 12 Fiber Connector Panel

5. Additional materials costs.

a. Identify any additional materials, unit costs, manufacturer(s) and part numbers:

- i. Hellerman Tyton TAG5L-105 Adhesive Cable Labels
\$.06
- ii. Brother TC-20-21 Black on White Label
\$.12
- iii. _____
\$ _____
- iv. _____
\$ _____
- v. _____
\$ _____

b. Identify any additional services, hourly rates, and associated fees, if any:

- i. ITS Design Services (RCDD) \$ 125.00 (per hr)
- ii. Project Management \$ 85.00 (per hr)
- iii. Supervisor \$ 75.00 (per hr)
- iv. Fiber Technician \$ 75.00 (per hr)
- v. Copper Technician \$ 62.00 (per hr)

- 6. Cost to re-terminate an at-wall jack and certify existing lines: \$ 39.00
- 7. Minimum site visit charge: \$ 124.00 (2 hours)
- 8. Hourly rate for work not listed above: \$ 62.00
- 9. Overtime / Statutory Rate for work not listed above: \$ 93.00
- 10. Indicate the number of hours / days notice your company requires before an onsite engagement:
2 Hours for Emergency; 24 Hours for Regular
- 11. State your product and workmanship warranty (attach documentation / warranty declaration):
As a Premier Partner, we are able to offer a 20-year Systimax Product & Application Assurance Warranty and a 25-year Corning warranty. PCC Network Solutions also offers a 1-year Workmanship Warranty
- 12. Weekend and after-hours work may be required from time to time. Are you able to accommodate this? NOTE: Pricing must remain the same.
Yes
- 13. Are you able to respond to an emergency call and be onsite within 4 hours? Yes

APPENDIX C

PAYMENT PROCEDURES

1.0 PROGRESS PAYMENTS

1.1 Based upon Applications for Payment submitted to the City, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below.

1.2 The period covered by each Application for Payment shall be one calendar month.

1.3 City shall make payment to the Contractor within thirty (30) days after receipt of a proper Application for Payment.

1.4 Each Application for Payment shall be based upon the approved Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire Contract Sum among the Various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as may be required.

1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for payment.

1.6 The amount of each progress payment shall be computed as follows:

1.6.1 As determined by payment milestones on a per scope basis, and approved in writing by the City's authorized representative.

2.0 FINAL PAYMENT

2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as agreed to between the City and the Contractor; and (2) a final Certificate for Payment has been submitted by the Contractor and approved by the City.

APPENDIX D

SUBCONTRACTORS

Each bid shall have listed on the form provided herewith the name and location of the place of business of each subcontractor (and the subcontractor's State Contractor's License Number) who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or subcontractor licensed by the State of California who under subcontract to the bidder, will specially fabricate and install portions of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of 1/2 of 1 percent of the bidder's total bid. Each bid shall also have listed on the form the portion of work which will be done by each such subcontractor. The bidder shall list only one subcontractor for each such portion of work which will be done by each subcontractor as defined by the bidder in his bid.

NOTICE: Penalties for violations of the Subletting and Subcontracting Fair Practices Act will be enforced by the Owner for failure to list subcontractors as provided by that act.

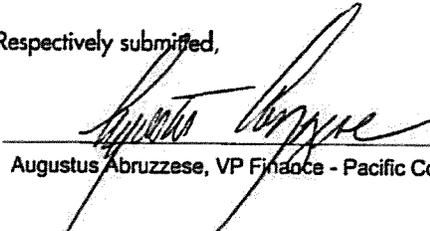
Subcontractor's name, mailing address and telephone number and State Contractor's License Number.

Description of work to be subcontracted.

NONE

N/A

Respectively submitted,



Augustus Abruzzese, VP Finance - Pacific Coast Cabling, Inc.

T-longbid
Revised 02/19/09



BID PACKAGE

**CITY OF BEVERLY HILLS
INFORMATION TECHNOLOGY
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210
310-285-2590**

LEGAL NOTICE - BIDS WANTED

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL SPECIFICATIONS**
- SECTION 5: DETAILED SPECIFICATIONS**
- SECTION 6: BIDDER'S BID / BID FORM**
- SECTION 7: SIGNATURE PAGE AND LEGAL STATUS**
- SECTION 8: ADDITIONAL FORMS**

SECTION 1: NOTICE INVITING BIDS

1.0 Notice Inviting Bids

- a. **Date of Request: May 21, 2015**
- b. **Bid Number: 15-34**
- c. **Item Description: VOICE & DATA CABLING, & RELATED SERVICES**
- d. **Bid Opening Date: June 25, 2015**
- e. **Obtaining Bid Documents:** A copy of the Bid Package may be downloaded from the City's website at www.beverlyhills.org or may be requested from the issuing department, the Information Technology Department, telephone number 310-285-2590.
- f. **Due Date and Location for Submittals:** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the:

**ATTN: Nicole McClinton
c/o Office of the City Clerk
City of Beverly Hills
455 North Rexford Drive, Room 290
Beverly Hills, CA 90210
Re: Bid #15-34, VOICE & DATA CABLING & RELATED SERVICES**

Bids will be opened at the Bid Opening time stated, in the Office of the City Clerk. Bids which arrive after the specified Bid Opening time, including mailed bids delivered after the specified Bid Opening time, will not be accepted, regardless of the time postmarked or otherwise indicated on the envelope. All bids must be in writing

and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are NOT acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted: BID NO. 15-34, VOICE & DATA CABLING & RELATED SERVICES.

g. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid California Contractor's License Class C7 or other appropriate license classification under the State Contracting Code at the time the contract is bid. Failure to possess such license may render the bid nonresponsive and bar the award of the contract to that nonresponsive Bidder.

h. Prevailing Wages: In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

i. Payment Bond: A Payment Bond in the amount of 100% of the contract amount, will be required of the Contractor.

j. Insurance: Upon award of contract, contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City. The certificates shall be on the City's standard proof of insurance form or on another form acceptable to the City.

k. Contact Person: A bidder or potential bidder who has a procedural question may call Nicole McClinton at telephone number 310-285-2597. A substantive question must be submitted in writing to nmcclinton@beverlyhills.org, copy to asalvatore@beverlyhills.org, and a copy of that question plus a written response to it will be emailed to all parties who have obtained a bid package, and posted on the City's website in a comprehensive Bid Addendum containing all substantive questions received and the City's responses to those questions.

l. Copies: The Bid must be submitted in 1 original and 3 duplicates.

THE CITY OF BEVERLY HILLS RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.0 Instructions to Bidders

a. **General Bid Requirements.** To be considered, a bidder must follow the format for bids presented in this document. Bids must be binding and firm. Any bid may be withdrawn before Bid Opening but no proposal may be withdrawn after Bid Opening.

b. **Bidder Must Make Thorough Investigation.** It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Bidders shall have no claim against the City based upon ignorance of the nature or requirements of the project, misapprehension of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents shall not be cause to alter any term of the Contract or provide valid grounds for the Contractor to seek additional compensation.

c. **Acceptance of Conditions.** By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

(1) All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the City;

(2) Either before or after Bid Opening, the City may require whatever evidence it deems necessary relative to the bidder's financial stability and ability to complete this project;

(3) The City reserves the right to request further information from a bidder, either in writing or orally, to establish any stated qualifications.

(4) The City reserves the right, in its sole discretion, to judge a bidder's representations and to determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. A bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding and conclusive.

(5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, cancel or delay the bid opening at any time.

(6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

d. **Registration and Qualifications of Contractors.** Before submitting bids, contractors shall be licensed in accordance with Business and Professions Code Section 7000 et. seq., and each contractor shall insert its license number on its bid.

(1) In submitting its bid, contractor warrants that it has work experience comparable to that which is to be performed. Prior to award of a Contract, City may request of any bidder, a statement setting forth its work experience of a nature comparable to that which is to be performed. That statement shall describe the work performed during the period three (3) years immediately preceding the date of the statement, and shall give the owner, location, and contract price of all such work, together with the dates of beginning and completing that work. This statement of experience shall be submitted within seven (7) calendar days after the City's notification to so submit. Failure to submit an adequate statement may result in rejection of the bid as nonresponsive.

(2) Any bidder not licensed at the time of award of the contract 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. 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.

(3) Bidders shall also be ANSI compliant, EIA Compliant, TIA compliant, IEEE compliant, and manufacturer certified, where applicable.

e. Truth and Accuracy of Representation. False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for rejection of a bid or a bidder.

f. City Changes to the Bid Documents. The City reserves the right to change any part of the Bid Package any time prior to the bid opening. Any changes shall be in the form of addenda which shall become a part of the bid documents and the Contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of any addendum may result in that bid being rejected as non-responsive. If the City determines that a time extension is required for the submission of the bid, an addendum will give the new bid opening date.

g. Notice Regarding Disclosure of Contents of Bids. All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is nonetheless required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for disclosure of any such records or part thereof.

h. Warranties, Guarantees and Manufacturer's Specifications. If applicable, bidder shall state the nature and period of any warranty or guarantee. If applicable, manufacturer's specifications shall be submitted with the bid and shall be considered a part of the Contract for the bidder who is awarded the Contract and where the specifications meet the minimum requirements of the Contract.

i. Award of Bid and Determination of Responsiveness. The City shall determine the bidder to whom the Contract shall be awarded. In making this determination, the City shall consider (in no particular order):

- (1) The cost to the City;
- (2) The quality of the material offered;
- (3) The ability, capacity and skill of the bidder to perform the Contract or provide the material or services;
- (4) Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- (5) The sufficiency of the bidder's financial resources and the effect thereof on its ability to perform the Contract or provide the material or services;

- (6) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (7) The quality and timeliness of the bidder's performance on previous purchase orders or contracts with the City;
- (8) Litigation by the bidder on previous purchase orders or contracts with the City;
- (9) The ability of the bidder to provide future maintenance and service where such maintenance and service are essential;

The City reserves the right to be the sole and exclusive judge of quality, compliance with bid requirements, and all other matters pertaining to this bid.

j. **Prompt Payment Discounts.** Prompt payment discounts shall be considered in evaluating bids, except that payment periods shorter than thirty (30) days will not be considered. Where discounts are offered, the period for calculation of the discount shall begin with the invoice date or its date of delivery to the City, whichever is later.

k. **Bids Other than "Lump Sum" Bids.** Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in its best interests.

l. **Prices in Bid.** Prices quoted in the bid must be firm for a period of not less than ninety (90) days after the Bid Opening.

m. **Assignment and Subcontracting.** The Contractor shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City shall neither relieve the Contractor from its obligations nor change any term of the Contract.

n. **Errors and Omissions.** Bidders shall not be allowed to take advantage of any errors or omissions in these Bid Documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.

o. **Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees.** Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

p. **Taxes.** The price bid shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL CITY REQUIREMENTS

3.0 **Special City Requirements.** All forms (and their instructions) which a bidder must complete to establish compliance with City requirements should be considered an integral part of the Specifications, and failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that bid or that bidder.

a. **Affirmative Action in Contracting.**

(1) **Policy.** The City of Beverly Hills is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. Contractor and every supplier of materials and services shall be

an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

b. Affidavit of Non-Collusion by Contractor. The City requires that each bidder complete, execute and submit to the City with its bid the Affidavit of Non-Collusion included in the Bid Package.

c. Requirement for Acceptance of Sureties.

(1) The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

(2) There must be on file with the City Clerk of the City of Beverly Hills or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

SECTION 4: GENERAL SPECIFICATIONS

4.0 General Specifications

a. **Sample Contract.** A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached hereto as Appendix A and by this reference incorporated herein and made a part of these General Specifications.

b. **Scope of Work.** The Scope of Work is provided in Appendix B hereto, and by this reference is incorporated herein.

c. **Bid Proposal Quantities.** The quantities contained in the Bid Package are approximate only, and are for the sole purpose of comparing bids. The City may order more or less Work or material, as necessary, in the City's sole discretion. Payment will be made for the amount of Work or material actually provided, as determined by the City and accepted at the unit or lump sum prices noted in the bid, where applicable, and those prices shall govern.

d. **Standard Specifications.** In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done in accordance with the provisions of the most current edition of "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these General Specifications shall apply and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

e. **Subcontracts.** In addition to the information to be listed by the bidder with its bid pursuant to Section 2-3 of the Standard Specifications, entitled "Subcontracts," the bidder shall provide for each subcontractor listed a brief description of the Work and the dollar value of the Work to be subcontracted. After bids have been received, the written consent of the City is required to make any change in subcontractors.

f. **Meaning of Amount of Bid.** Except where otherwise provided, all costs to perform the entirety of the Work, including all costs required for repair or replacement of existing improvements damaged, injured or removed as a result of the Work, shall be reflected in the unit or lump sum prices stated in the bidder's bid. If no specific unit or lump sum line item is required to be bid for a specific item of Work, then all costs related to that item shall be incorporated into the unit or lump sum prices provided for all other items. The total price of the bid is to be interpreted as the total price of all Work required under the Contract, whether or not there is a specific line item identifying a particular item of Work.

g. **Compliance with Labor Laws.** Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of the City of Beverly Hills and is available for inspection and reference during regular business hours. Contractor shall submit with bid, on a form provided in Section 7, a statement acknowledging obligation to comply with California Labor Law requirements.

h. **Contract Bonds.** The bidder to whom a Contract is awarded shall file with the City a Payment (Labor and Materials) Bond in a form acceptable to the City in the amount of 100% of the Contract Price before execution of the Contract. The bidder to whom a Contract is awarded shall file with the City a Performance (Completion) Bond in a form acceptable to the City in the amount of 100% of the Contract Price before execution of the Contract. The term "Contract Price" shall be deemed to mean the total Contract "not to

exceed" amount consisting of the base bid stated in the Bidder's Bid plus all additional amounts provided for adjustments to the estimated quantities contained in the Bidder's Bid and for extra Work covered by approved Change Orders, if any.

i. Liability Insurance. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) Business automobile liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.

(3) Workers Compensation Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 (One Million Dollars) per accident.

(4) Evidence of Coverage:

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form or on another form acceptable to the City.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form or on another form acceptable to the City.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+ or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

j. Indemnification. The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this bid.

k. Materials and Workmanship.

(1) The City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of the City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

(2) All Work must be approved by the City. For unsatisfactory Work not corrected, the City may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at Contractor's cost and expense or perform the corrective Work with City personnel and deduct all costs so incurred by the City from moneys owed to the Contractor.

l. Licenses and Permits. Except as provided herein below, the Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Contract will be waived. [NOTE: All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.] For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.

m. Payment. The Payment Provisions are provided in Appendix C hereto, and by this reference they are incorporated herein.

n. Changes to the Work. City may by written notice initiate any change within the scope of the Contract. If Contractor desires to make any change, Contractor must submit a written request for that change to the City, but Contractor may make that change only upon written order of the City. A corresponding equitable change in the Contract Price of this Contract will be made for each change ordered.

o. Termination of Work.

(1) For Cause. Upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause, without any prior notification to Contractor.

(2) Without Cause. City may terminate the Work or any part thereof upon five (5) days prior notice to Contractor.

(3) Payment. Upon termination of the Contract in whole or in part, City shall pay Contractor, subject to all provisions of the Contract for retention of funds, for all Work completed prior to the date of termination.

p. Resolution of Claims and Disputes. Public Contract Code Sections 20104 et seq. apply to this contract. Those Public Contract Code Sections are attached hereto. In any arbitration to resolve a dispute relating to or arising out of this contract, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the parties otherwise agree, findings of fact and conclusions of law.

q. Assignment of Unfair Business Practices. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or a subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

r. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(1) The Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

(2) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost

AFFIDAVIT OF NON-COLLUSION

State of California)

) ss.

County of Los Angeles)

Augustus Abruzzese, being first duly sworn, disposes and says that he or she is VP, Finance of Pacific Coast Cabling, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Contractor _____
Augustus Abruzzese, VP Finance

Pacific Coast Cabling, Inc.

attach appropriate
notary acknowledgments - *attached*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

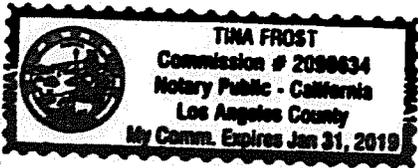
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 06/25/2015 before me, Tina Frost, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Augustus Abruzzese
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 Tina Frost
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: Affidavit of Non-Collusion Document Date: _____
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Augustus Abruzzese
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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: _____

STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor understands and acknowledges that copies of the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, are on file in the office of Public Works Engineering Department and that they will be made available to any interested party upon request. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor at any tier.

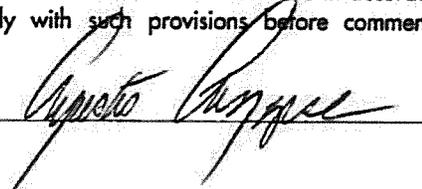
Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided in this Section, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776 itself and all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for its own compliance with Section 1777.5 and for the compliance of all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties because workers work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor at any tier for each calendar day during which that worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

In accordance with California Labor Code Sections 1860 and 3700, Contractor shall 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 worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: June 25, 2015 Signature: 

SECTION 7: SIGNATURE PAGE AND LEGAL STATUS

7.0 Signature Page and Legal Status. The undersigned certifies that s/he is an official legally authorized to bind his/her firm and to enter into a contract should the City accept this proposal.

Bid proposal by Pacific Coast Cabling, Inc. (Name of Firm)

Legal status of bidder: Please check the appropriate box:

A. Corporation [checked] State of Incorporation California

B. Partnership [] List Names

C. DBA [checked] State full name DBA PCC Network Solutions

D. Other [] Explain

Signature of Bidder [Handwritten Signature] Title VP, Finance (Authorized Signature)

Signature of Bidder (Authorized Signature) Title

Address 20717 Prairie Street City Chatsworth Zip 91311

Telephone # (818) 407-1911

Signed this 25th day of June 20 15

Bidder acknowledges receipt of the following Addenda:

Table with 2 columns: ADDENDUM NO. and BIDDER'S INITIALS. Three rows of blank lines for entry.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND WILCON OPERATIONS, LLC D.B.A. WILCON FOR
FIBER SERVICES RELATED TO THE CITY'S NETWORK
CAPACITY AND INTERNET PRESENCE

NAME OF CONSULTANT:	Wilcon Operations, LLC d.b.a. Wilcon
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Jeffry Henderson, Vice President of Sales
CONSULTANT'S ADDRESS:	Wilcon Operations, LLC 624 Grand Avenue, Suite 2500 Los Angeles, CA 90017
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer, Chief Information Officer
COMMENCEMENT DATE:	Upon Written Notice to Proceed
TERMINATION DATE:	Five (5) Years from the Date Services Go-Live
CONSIDERATION:	Not to exceed \$75,000 annually, as detailed in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND WILCON OPERATIONS, LLC D.B.A. WILCON FOR
FIBER SERVICES RELATED TO THE CITY'S NETWORK
CAPACITY AND INTERNET PRESENCE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Wilcon Operations, LLC d.b.a. Wilcon (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided related to the provision of fiber network services and connectivity, the City's network capacity and internet presence, related equipment and services as set forth in Exhibit A-1 (Consultant's "Master Service Agreement", Exhibit A-2 (Consultant's "Fiber Services Schedule"), and Exhibit A-3 (Consultant's "Order" form), attached hereto and incorporated herein by this reference, collectively the "Services".

B. Consultant represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall perform the Services described in Exhibits A-1, A-2 and A-3, 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.

Section 2. Term of Agreement. This Agreement shall commence upon Consultant's receipt of City's written notice to proceed, which shall be in the form of a duly authorized purchase order issued by City, and shall terminate five (5) years after the date the fiber services go-live, which shall be documented in the form of the first invoice for monthly recurring charges submitted to City by Consultant.

Section 3. Time of Performance. Consultant shall complete the performance of the Services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) Compensation

City agrees to compensate Consultant for the services and/or goods provided under this Agreement, and Consultant 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, Schedule and Rates of Payment attached hereto and incorporated herein by this reference.

(b) Expenses

The amount of Consideration set forth above 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, including travel related expenses.

Section 5. Method of Payment. Unless otherwise provided for herein, 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 Exhibit B, Schedule and Rates of Payment, attached hereto and incorporated herein by this reference.

Section 6. Independent Contractor. Consultant 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 Consultant or any of Consultant's employees, except as herein set forth. Consultant 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 7. Assignment. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant 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 9. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. Consultant 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 11. Interests of Consultant. Consultant 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 Consultant.

Section 12. Insurance.

(a) Consultant 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 Consultant.

(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 Consultant in performing the Scope of Work required by this Agreement.

(3) A policy or policies of Professional Liability Insurance coverage with minimum limits of One Million Dollars (\$1,000,000).

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

(b) Consultant 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 B+;VII in the latest edition of Best's Insurance Guide.

(d) Consultant 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 Consultant's expense, the premium thereon.

(e) At all times during the term of this Agreement, Consultant 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, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general and auto liability insurance shall contain an endorsement naming the City, its elected officials, officers, agents and employees, as additional insureds with respect to work under this Agreement.

(g) 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.

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

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

Section 13. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend City, its elected officials, officers, agents and employees, 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 Consultant or any person employed by Consultant in the performance of this Agreement.

(b) City shall indemnify, defend, and hold harmless Consultant, its directors, officers, employees, agents, distributors, franchisees, and representatives from and against any and all third party claims, demands, causes of action, losses, expenses or liabilities; including reasonable attorney fees arising from or due to City's use of the Services, including without limitation, the content of any video, voice, or data carried by City or its customers.

(c) The provision of this paragraph shall survive the expiration or earlier termination of the Agreement until all claims involving any of the indemnified matters are fully, formally, and absolutely barred by the applicable statutes of limitation.

Section 14. Termination.

(a) During the first year of this Agreement, City shall have the right to terminate this Agreement for any reason or for no reason upon one hundred and eighty (180) calendar days' written notice to Consultant. After the first year of this Agreement, City shall have the right to terminate this Agreement for any reason or for no reason upon sixty (60) calendar days' written notice to Consultant. Consultant 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 Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

(c) Notwithstanding the foregoing, City retains all rights and remedies in case of Consultant's breach of this Agreement, including termination without notice to Consultant for failure to cure a material breach of this Agreement in a timely manner.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Services.

Section 16. 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 Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. 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 18. 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 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 Consultant, 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 Consultant.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 23. 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

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

[Signatures Continue]

ATTEST:

BYRON POPE
City Clerk

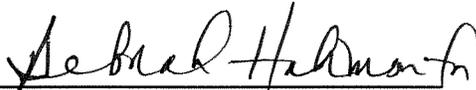
(SEAL)

CONSULTANT: WILCON OPERATIONS,
LLC, DBA WILCON

Reginaid Scales

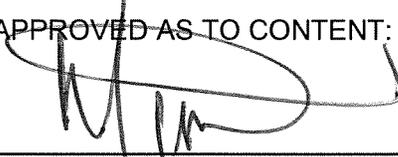
~~GLENN NIEVES~~ *Reginaid Scales*
Legal Counsel *SVP of Sales*

APPROVED AS TO FORM:

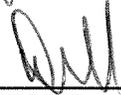


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



MAHDI ALUZRI
Interim City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A-1
CONSULTANT'S MASTER SERVICE AGREEMENT

MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) is made and entered into as of August 18, 2015 (“Effective Date”) by and between WILCON OPERATIONS LLC DBA WILCON, on behalf of itself and its subsidiaries (“Wilcon”), with a principal place of business at 624 South Grand Avenue, Suite 2500, Los Angeles, California 90017 and CITY OF BEVERLY HILLS (“City”), a municipal corporation, with a principal place of business at 455 North Rexford Drive, Beverly Hills, California 90210. Wilcon and City are referred to individually as “Party” and collectively as the “Parties.” This MSA, the attached Service Schedule(s) and all Orders (as defined below) are collectively referred to as the “Agreement.”

RECITALS

WHEREAS, Wilcon owns and operates fiber optic and datacenter facilities and is in the business of providing colocation, fiber, transport services, and other interconnection services; and

WHEREAS, Wilcon desires to provide, and City desires to obtain, the services described in the attached service schedules (each, a “Service Schedule”) as indicated in Exhibit A pursuant to the terms and conditions set forth in the Agreement (“Service”, or collectively, the “Services”).

NOW, THEREFORE, in consideration of the recitals and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

ARTICLE 1– ORDERING, BILLING AND PAYMENT

1.1 **Service Schedules.** The Parties shall execute a separate Service Schedule for each Service that City desires to order from Wilcon. From time to time, City may desire to order Services pursuant to a Service Schedule that was not initially made part of the Agreement. In such event, the Parties shall execute and attach the appropriate, and at such time currently available, Service Schedule to the Agreement. If no such Service Schedule is executed and made a part of the Agreement, then the Service shall be provided subject to Wilcon's standard terms and conditions for such Service.

1.2 **Ordering.** City may submit a service order form (each, an “Order”) for Services under the Agreement. All Orders are subject to acceptance by Wilcon. The initial term of each Service (“Service Commitment Period”) shall be set forth in the applicable Order.

1.3 **Testing and Billing.** Wilcon shall use commercially reasonable efforts to deliver Services to City in accordance with the install interval as identified in an Order, provided however that, if Wilcon fails to deliver Service within the install interval identified in an Order, Wilcon shall not be subject to any liability and such failure shall not in any manner affect the validity of an Order nor the obligations of the Parties under any Order and MSA. Unless otherwise agreed upon by the Parties in the applicable Service Schedule(s), upon receipt of Wilcon's notification that a Service is available for usage or has been rendered, as the case may be (the “Test Notice”), City shall have one (1) week / five (5) business days after to test such Service (the “Test Period”). If City discovers a defect with the Service during the Test Period, City shall immediately provide notice of such defect to Wilcon's Network Operations Center (888) 600-2800, detailing the applicable issue (the “Defect Notice”). Upon receipt of the Defect Notice, Wilcon shall use commercially reasonable efforts to remedy the applicable defect, at which time City shall be provided with another Test Notice. Unless otherwise expressly stated in the applicable Order, billing for monthly recurring charges (“MRC”) for Services shall be expressly deemed to have commenced upon the earlier to occur of (a) the date of the Test Notice if City does not provide a Defect Notice prior to the expiration of the Test Period, or (b) usage by City of such Service for

any purpose other than testing. As compensation for Services provided by Wilcon, City shall pay the non-recurring charges and MRC specified in the applicable Order. Wilcon may require City to pay, concurrently with City's execution of an Order, the non-recurring charge for an Order. The amount of any MRC specified in an applicable Order may be increased annually by not more than two percent (2%) on the anniversary date of the Effective Date of this Agreement. Unless otherwise specified in a Service Schedule, Wilcon shall render invoices monthly in advance to the email address or mailing address set forth below.

Wilcon will send invoices to:

ATTN: INFORMATION TECHNOLOGY DEPT.
CITY OF BEVERLY HILLS
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210

City will send payments to:

WILCON
624 South Grand Avenue, Suite 2500
Los Angeles, California 90017
Attn: Accounts Receivable

The amount of any MRC specified in an applicable Order may be increased annually by not more than two percent (2%) on the anniversary date of the Effective Date of this Agreement

Any changes to the invoice or payment address shall be made to the other Party in writing in accordance with the notice provision set forth in this MSA.

1.4 **Cross-Connections.** Should City desire to order cross-connections from Wilcon, Wilcon will provide a list of available cross-connections and City may order any and all necessary cross connections from Wilcon. MRC for such cross-connections shall be set forth in the applicable Order, are subject to Wilcon's processes and procedures, which may be modified by Wilcon from time to time. Except as otherwise determined by Wilcon, in its sole discretion, all installations of cross-connections ordered by City shall be done by Wilcon. City acknowledges and agrees that Wilcon does not own or control any services provided by the third parties that City may order a cross-connect to and that Wilcon shall not be responsible or liable, in any fashion, for performance or non-performance of such third parties. All cross-connections shall be subject to the consent of the party with whom City desires to connect and shall be City's responsibility to obtain. Wilcon may, from time to time, audit City's cross-connections and City agrees to cooperate in connection with such audit.

1.5 **Nonpayment and Disputes.**

(a) Except as set forth below in Section 1.4 (b), in addition to any other remedies for nonpayment, the unpaid balance of any past due invoices shall bear interest at a rate of one and a half percent (1.5%) per month (as prorated on a daily basis). If a lesser interest rate is required by law, the maximum legal rate shall be charged.

(b) If City in good faith, disputes any amount in an invoice that has been charged by Wilcon to City under this MSA or any Order(s), City shall notify Wilcon in writing at billing@wilcon.com of such good faith dispute (“Good Faith Dispute Notice”) no later than thirty (30) days after City's receipt of such invoice; provided, however, that City shall not be permitted to dispute specific dollar amounts set forth in the MSA or Order. City will not be responsible for any late fees accruing on any such disputed amount only if City is able to demonstrate to the reasonable satisfaction of Wilcon, within thirty (30) days after Wilcon's receipt of City's Good Faith Dispute Notice, that such disputed amount was erroneously charged to the City. If City does not demonstrate to the reasonable satisfaction of Wilcon, within thirty (30) days after Wilcon's

receipt of City's Good Faith Dispute Notice, that such disputed amount was erroneously charged, City shall pay such disputed amount to Wilcon within ten (10) days after such 30-day period. If City fails to dispute an amount in accordance with the terms and time periods of this Section, then City shall be deemed to have waived all rights to dispute or otherwise object to such amount.

(c) Notwithstanding the foregoing, City shall not be responsible for payment of any late fees which have accrued due to nonpayment due to:

1. Late receipt of invoice. Invoices are due 30 days after receipt by City.
2. Wilcon's insurance certificate(s) on file with the City have expired.

1.6 Taxes and Regulatory Surcharges. All Services under the Agreement are provided exclusive of any applicable federal, state, local, or foreign taxes, duties, or charges directly or indirectly imposed or permitted to be charged by any governmental authority in connection with the Services now in force or enacted in the future (collectively, "Taxes"). City is responsible for the collection and payment of such Taxes, arising in any jurisdiction, including without limitation, sales, use, excise, gross receipts, value added, access, and other fees and duties. To the extent that Wilcon is required by law to collect Taxes in connection with the Services, City agrees to remit payment for Taxes at the same time it pays the MRC amounts specified on the Orders. City shall indemnify, defend, and hold Wilcon harmless from payment and reporting of all such Taxes including costs, expenses, and penalties incurred by Wilcon in settling, defending or appealing any claims or actions brought against Wilcon related to, or arising from, the non-payment of Taxes. If appropriate, upon execution of this MSA, City shall provide Wilcon with a properly executed certificate of tax exemption, attached hereto as Exhibit B. Wilcon shall give effect to such certificate on a prospective basis from the date of receipt, subject to applicable law with respect to acceptance of such certificates of tax exemption. Further, to the extent required, City shall annually provide Wilcon with a properly executed certificate of Universal Service Fund ("USF") exemption certificate, which form Wilcon will provide to City. Wilcon shall give effect to such certificate on a prospective basis from the date of receipt, subject to applicable law with respect to acceptance of such certificates of USF exemption. Failure to return an executed exemption certificate may result in USF pass-through surcharges, to the extent permitted by Federal Communications Commission regulations.

1.7 Termination of Service.

(a) During the first year of this Agreement, City may terminate a particular Service by providing Wilcon one hundred and eighty (180) days' prior written notice and shall be liable for all one-time costs incurred by Wilcon up until the notice is received, and all MRC costs incurred through the effective date of termination.

(b) Thereafter, City may terminate a particular Service by providing Wilcon sixty (60) days' prior written notice, and shall be liable for all one-time costs incurred by Wilcon up until the notice is received, and all MRC costs incurred through the effective date of termination.

ARTICLE 2- TERM AND TERMINATION

2.1 Term of Agreement. The initial term of this MSA is five (5) years ("Term"), commencing on the Effective Date. Unless otherwise agreed by the Parties in writing, (a) the Term of this MSA shall renew automatically for additional terms of one (1) year each unless either Party notifies the other Party at least ninety (90) days prior to the expiration of the then current Term, in which event the Term for this MSA shall terminate at the end of the Term and (b) the Service Commitment Period for each Order shall renew automatically for additional terms of one (1) year each, unless either Party provides written notice (in accordance with the notice requirements of this MSA) to the other Party at least ninety (90) days prior to the end of the then current Service Commitment Period for such Order that it has elected to not renew the Order, in which event the Service Commitment Period for such Order will terminate at the end of such then current Service Commitment Period, unless City fails to execute a disconnect Order in

which case the service under applicable order shall continue on a month to month term. In the event the Service Commitment Period of an Order extends beyond the expiration of the Term, such Service shall remain in effect for the agreed upon Service Commitment Period, subject to all of the terms and conditions of this MSA and applicable Schedule as if it were still in effect with respect to such Service.

2.2 City Default. City shall be in default (a "City Default") under the Agreement upon the occurrence of (a) any breach by City of any provision of the Agreement (other than payment terms) that is not cured upon thirty (30) days' written notice and opportunity to cure; or (b) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to City.

2.3 Wilcon Default. Wilcon shall be in default (a "Wilcon Default") under the Agreement upon the occurrence of any material breach by Wilcon of any provision of the Agreement that is not cured upon thirty (30) days' written notice and opportunity to cure.

2.4 Remedies. If there exists a City Default, then Wilcon may terminate or suspend the applicable Service(s) or terminate the Agreement upon written notice to City, and upon any such termination the charges set forth in Article 1.7 shall apply. If there exists a Wilcon Default, then City may terminate the applicable Services upon written notice to Wilcon. Notwithstanding the foregoing, the Parties agree that City shall remain liable to Wilcon for any accrued accounts or payments owed to Wilcon at the time of Service termination.

ARTICLE 3- REMOTE HANDS SERVICES

3.1 Remote Services. In connection with certain Services obtained by City from Wilcon under the Agreement, Wilcon may provide City certain remote hands technical support ("Remote Hands") subject to the terms and conditions set forth in this Article. Remote Hands is designed to provide City with remote technical assistance and may include, but is not limited to, Wilcon complying with City's instructions relating to remote management, installation or troubleshooting of City Equipment used for Services or any other services that Wilcon may deem Remote Hands. With respect to the Remote Hands service offered by Wilcon, Wilcon's sole obligation shall be to carry out the express instructions of City, and Wilcon reserves the right to reject a City's request if such rejection is reasonable. Notwithstanding the foregoing, Wilcon has the right to perform Remote Hands services where Wilcon has the right to act under Wilcon's Policies and Procedures as a part of Remote Hands service. Notwithstanding the foregoing, nothing herein shall allow Wilcon to perform services at the City's expense without a duly authorized purchase order issued by City in advance of such services being performed.

3.2 Service Submission. Wilcon shall provide 24/7 customer and Remote Hands services to City upon submissions by City via email to noc@wilcon.com and telephone calls made to (888) 600-2800 or via Wilcon's customer portal. Remote Hands services are billed at the rate of \$125.00 per hour subject to minimum increments of 15 minutes. Wilcon reserves the right to modify the rate for Remote Hands from time to time upon at least thirty (30) days prior written notice. Notwithstanding the foregoing, Wilcon shall provide basic Remote Hands services (such as reboots) that require less than twenty (20) minutes of any Wilcon technician's time at no cost to City.

3.3 Conduct. Wilcon warrants that the Remote Hands will be performed in a workmanlike manner. If City claims a breach of the foregoing warranty, City must (a) immediately report the issue to the Wilcon Network Operations Center (at (888) 600-2800 or noc@wilcon.com) and open a trouble ticket and (b) make a written request for a re-performance of the Remote Hands within seven (7) days following the end of the month in which the breach occurred. Upon receipt of City's request, Wilcon will investigate the claim under the terms described in this Article. If Wilcon fails to satisfy the foregoing warranty, Wilcon shall promptly correct any errors or deficiencies in the Remote Hands performed hereunder. City shall afford Wilcon full and free access to City's premises for all work necessary to remedy any breach of Wilcon's warranty. The foregoing represents Wilcon's sole obligation and City's sole remedy for any defect or deficiency in a

Remote Hands under the Agreement.

3.4 **Billing and Expenses.** Wilcon will render invoices monthly in arrears for Remote Hands that are billed on a variable basis and monthly in advance for those Remote Hands that are billed on a fixed basis. City shall, upon receipt of appropriate supporting documentation, reimburse Wilcon for any and all reasonable out-of-pocket expenses incurred by Wilcon in connection with rendering the Remote Hands. Wilcon shall include all applicable expenses in its invoices to City for the Remote Hands.

3.5 **Non-Solicit.** In view of Wilcon's significant investments in its personnel, and specifically in the personnel who are to provide Services to City, City agrees that it shall not solicit for employment nor employ any Wilcon employee or representative who is or was actively involved in the performance and/or provisioning of Services under the Agreement without Wilcon's express prior written consent for a period of until one (1) year after termination of the Agreement.

ARTICLE 4-CONFIDENTIALITY

4.1 **Confidential Information.** Each Party acknowledges that the other Party may disclose confidential information to the other Party ("**Confidential Information**") in the performance of the Agreement. Each Party further acknowledges the other Party's assertion that its Confidential Information is deemed to include valuable trade secrets, customer information, pricing information exchanged in connection with the Agreement, proprietary network information, confidential business information, other information deemed proprietary by the disclosing Party, and information required to be maintained as confidential under applicable law. Accordingly, each Party shall: (i) hold the Confidential Information disclosed by the other Party confidential, except to the extent excluded by Section 5.2 Exclusions; (ii) use and disclose such Confidential Information only with the receiving Party's employees and contractors who have a need to know and only for the purposes of the Agreement, except as may be permitted in a written agreement signed by the disclosing Party; and (iii) protect such Confidential Information from access, use, and disclosure that is not strictly required for the performance of the Agreement using the same degree of care as it employs for its own Confidential Information but in no event less than a reasonable degree of care for such Confidential Information. For the purposes of the Agreement only, "employees" also includes individual third parties retained for consultative services or temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform his or her responsibilities relative to the limited purposes of the Agreement. Employees are also bound by the terms of this Agreement for as long as such Confidential Information remains confidential even if they are no longer "employed" by the Party. The requirement to maintain information as confidential shall survive the expiration or termination of the Agreement for a period of three (3) years.

4.2 **Exclusions.** The obligations of this Article 5 do not apply to any Confidential Information that the receiving Party can demonstrate: (i) is or becomes available to the public through no breach of the Agreement; (ii) was previously known by the receiving Party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving Party without the use of Confidential Information of the disclosing Party; (v) is approved for release by written authorization of the disclosing Party, but only to the extent of such authorization; or (vi) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure, and only if the receiving Party first gives sufficient notice to the disclosing Party of the requirement for disclosure in order to allow the disclosing Party an opportunity to obtain an appropriate protective order.

4.3 **Ownership.** Confidential Information, including permitted copies, is deemed the exclusive property of the disclosing Party. The receiving Party shall, within ten (10) business days of a written request by the disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the

disclosing Party or, if so directed by the disclosing Party, destroy such Confidential Information. The receiving Party shall also, within five business days of a written request by the disclosing Party, certify in writing that it has satisfied its obligations under this paragraph.

4.4 **Remedies.** The Parties agree that an impending or existing violation of any provision of this Article 5 would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the disclosing Party shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it. The remedies set out in this paragraph shall survive the termination of the Agreement.

ARTICLE 5- MISCELLANEOUS

5.1 **City Responsibilities.** City acknowledges and agrees that City is solely responsible for the accuracy of all Orders and other information that it provides to Wilcon. City shall be responsible for all of the security and confidentiality of information it transmits using a Service and shall indemnify, defend, and hold Wilcon harmless from any claims related to City's failure to comply with this provision. City shall be responsible for all City support, pricing and service plans, billing and collections with respect to its own customers or end users. City shall abide by Wilcon's City Policies and Procedures, as amended from time to time, which shall be provided to City upon execution of this MSA.

5.2 **Third Party Services.** If City requests that Wilcon obtain services to be provided by a third party on behalf of City ("**Third Party Services**"), Wilcon shall procure the required Third Party Service subject to the following, to which City acknowledges and agrees: (a) the Third Party Services shall be provided by a third party operator; (b) the Third Party Services shall function and perform in accordance with the service level undertakings provided by the third party operator that provides the Third Party Services; (c) any rights, remedies, outage credits, portability or other service-specific terms that City may have or be entitled to regarding a Third Party Service are limited to those same terms provided by the third party operator of the Third Party Service to Wilcon; and (d) the third party costs for the Third Party Service shall be incorporated within the applicable Order.

5.3 **Intellectual Property and Trade Secrets.** Except as expressly granted herein, nothing in the Agreement shall be construed to constitute a grant by either Party of a license or of any rights whatsoever to any of the other Party's or its third party licensor's patents, copyrights, trademarks, trade names, logos, product and proprietary identifiers, trade secrets, technical know-how, documentation and any and all other proprietary or other intellectual property, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide or trade secrets, which are and shall remain the exclusive property of the respective Parties. Notwithstanding the foregoing, the Parties hereto grant each other the right to use its trademarks, service marks, trade names, logos, copyrights, or other designations (collectively, the "**Marks**") in any promotion, publication, website, owned and operated by each Party and/or its subsidiaries, or press release, provided however that such Marks shall not be used in any manner, which may be considered disparaging or negative.

5.4 **Wilcon Reserved Rights.** Without limiting any other rights which it may have, Wilcon expressly reserves the right to: (a) change the fees it charges for the Services from time to time; (b) accept or reject any City Order; (c) terminate Service to an existing end user; and (d) contract with third parties to provide Services similar to those provided under the Agreement with City.

5.5 **Acceptable Use Content Disclaimer.** City acknowledges that Wilcon has no control over, or responsibility for, information or other content that City or City's users may access or receive from third parties via the Internet or otherwise through the use of the Services. City acknowledges that Wilcon exercises no control over, and accepts no responsibility for, the content of the information passing through its network, City equipment, Service equipment or a Service, and use of any such content is at City's own risk. City acknowledges that City shall be solely liable and responsible for the content of any communications transmitted via the Services. City shall comply with all local, state, federal and international laws with respect to the use of the Services

obtained from Wilcon pursuant to this Agreement. City's use of the Services may only be for lawful purposes and is subject to Wilcon's Acceptable Use Policy ("AUP") and its security procedures and regulations, as each may be amended from time to time. Any access made to other networks connected to Wilcon's network must comply with the rules appropriate to the other network and any applicable AUP. City may not hold itself out as Wilcon or otherwise provide services to its customers or end users in any way that may confuse anyone as to the source of the Service.

5.6 Governing Law and Dispute Resolution. The Agreement shall be construed under the laws of the State of California without regard to its conflicts of law or choice of law principles.

5.7 Assignment. Neither Party may assign the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign, upon written notice to the other Party, its rights and obligations hereunder: (a) to its subsidiary, parent or affiliate; (b) pursuant to any sale or transfer of all or substantially all of its assets; or (c) pursuant to any financing, sale, merger, consolidation, other business combination or reorganization; provided, that such assignment shall not relieve such party of its obligations to perform and remain responsible under the Agreement and that the assignee assumes, and is capable of performing, all the obligations set forth herein. Notwithstanding the foregoing, at its own discretion Wilcon may also assign any receivable that arises under the Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.

5.8 Regulatory Matters. The Agreement is made expressly subject to all present and future valid orders and regulations of any governmental authority having jurisdiction over the subject matter hereof and to the laws of the United States of America, any of its states, or any foreign governmental agency having jurisdiction. City further represents and warrants that it shall comply with all regulations and laws applicable to its services including, but not limited to, the Communications Act of 1934, as amended and the regulations of the Federal Communications Commission. Regulated Services shall be provided by one of Wilcon's regulated operating subsidiaries (including, but not limited to, Freedom Telecommunications, LLC or Wilshire Connection, LLC), who hold any and all required regulatory, state and federal licenses to provide such Services.

5.9 Force Majeure. In no event shall a Party have any claim or right against the other Party for any failure of performance in accordance with the Agreement due to causes beyond its reasonable control, except for money payments due ("Force Majeure Event"), including, without limitation, an Act of God, fire, flood or other natural catastrophe, laws, orders, rules, regulations, directions or actions of governmental authorities, national emergency, riot, act of terrorism or war, acts or omissions of other carriers, or labor dispute and any effects there from, including but not limited to, vandalism, third party theft, computer, voicemail, email, or other telecommunications system failure or failure to secure or loss of the right to possess facilities required to render the Services.

5.10 Conflicts. Without in any way diminishing the nature of this MSA, the Service Schedules and the Orders as one integrated, non-severable agreement, in the event of any inconsistency between or among this MSA, a Service Schedule or an Order, the following order of precedence shall prevail (from highest priority to lowest): the specific pricing and payment terms contained in an Order, the provisions contained in this MSA, the applicable Service Schedule and the applicable Order (except pricing and payment terms).

5.11 Independent Contractor. City's relationship to Wilcon under the Agreement is that of an independent contractor. Neither Party is the agent or legal representative of the other Party by virtue of the Agreement. The Agreement does not create a license or a partnership or joint venture between the Parties. The Agreement is not intended to be an exclusive agreement for any Services.

5.12 Subordination. The Parties hereto acknowledge and agree that the Agreement and the rights of City, hereunder, are subject and subordinate to the underlying leases or licenses that Wilcon has entered into. City acknowledges and agrees that the Agreement is a services

agreement and under no circumstances is it intended to be or shall be deemed to constitute a lease of any personal or real property.

5.13 Compliance with Laws. Each Party shall perform its obligations under the Agreement in such a manner that its performance does not violate any applicable laws, rules, regulations, or ordinances, including but not limited to such laws, rules, regulations or ordinances concerning customer proprietary network information.

5.14 Survivability. The Parties' rights and obligations that by their nature would extend beyond the termination or expiration of the Agreement, including, without limitation, indemnification, confidentiality and limitation of liability provisions, shall survive such termination or expiration. Each Party recognizes and agrees that the warranty disclaimers and liability and remedies limitation in the Agreement shall survive the termination at the Agreement.

5.15 Notices. Unless otherwise provided in this Agreement, notices under the Agreement must be in writing and delivered by overnight carrier or by certified mail, return receipt requested, to the persons whose name and business address appear below or to such other address as may hereafter be furnished in writing to the other Party.

If to City:

Information Technology Department

City of Beverly Hills

455 North Rexford Drive

Beverly Hills, CA 90210

Attention: David Schirmer, Chief Information Officer



If to Wilcon:

WILCON

Schedule 1 Fiber Services

Schedule 2 Colocation Services

Schedule 3 Transport Services

Schedule 4 Internet Services

624 South Grand Avenue, Suite 2500

Los Angeles, California 90017

Attention: Legal Department

5.16 **Severability.** If any provision or any part of any provision of the Agreement or any other agreement, document or writing given pursuant to or in connection with the Agreement is or becomes invalid or unenforceable under applicable law, said provision or part shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining parts of said provision or the remaining Agreement.

5.17 **No Waiver.** The failure of either Party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of the Agreement shall not be considered the waiver of any other term or condition of the Agreement. The waiver of a breach of any provision of the Agreement shall not be considered a waiver of the same or any other provision.

5.18 **Entire Agreement.** The Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, negotiations or understandings relating to the subject matter of the Agreement. City and Wilcon (on behalf of itself and its operating subsidiaries) acknowledge and agree that any service agreement, license agreement, lease agreement or any similar agreement between City and any Wilcon operating subsidiary shall be, by virtue of signing the Agreement, null and void and that any existing services obtained by City through such agreement(s) shall be subject to the terms and conditions set forth in the Agreement and shall be deemed to have been obtained under the Agreement. The Agreement may only be amended in writing and executed by the Parties.

5.19 **Representations and Warranties.** Each Party represents and warrants that it has the power and authority to enter into and perform its obligations under the Agreement. City represents and warrants that the Agreement does not conflict with any other agreements to which City was, is now, or shall become, a party.

IN WITNESS WHEREOF, the Parties have executed this MSA as of the day and year first written above.

WILCON OPERATIONS LLC DBA WILCON

By: REGINALD SCALES
Name: Reginald Scales
Title: SVP of SALES

CITY OF BEVERLY HILLS

By: [Signature]
Name: DAVID SCHIRMER
Title: Chief Information Officer

Exhibit A
SERVICE SCHEDULES

EXHIBIT A-2
CONSULTANT'S FIBER SERVICES SCHEDULE

FIBER SERVICES

This Fiber Services Schedule (“**Schedule**”) dated August 4, 2015 is subject to, and made a part of, that Master Services Agreement dated August 4, 2015 between Wilcon and City of Beverly Hills (“**City**”) (the “**MSA**”). Wilcon agrees to provide dedicated fiber services (the “**Fiber(s)**”) pursuant to the terms of this Schedule and MSA. Capitalized terms not defined herein shall have the meaning ascribed to them in the MSA.

ARTICLE 1- LICENSE

1.1 **Scope of License.** Wilcon agrees to provide to City Fiber between the Segment End Points as set forth in an(y) Order. “Segment End Point” shall mean the originating end point and the terminating end point set forth in an Order. City shall have no legal ownership or rights in any Wilcon asset and shall not grant any security interest in the Fiber or any part or component thereof. The parties recognize that Wilcon shall not be obligated to submit, and City shall not be obligated to accept, any Order.

1.2 **Payment of Fiber Services.** City shall make the payments to Wilcon for the Fiber as set forth in the Order and as governed by the MSA and this Schedule.

1.3 **Taxes and Fees.** The MRC associated with this Schedule is exclusive of any applicable Taxes. City agrees to pay when invoiced all applicable Taxes however designated, imposed on the provision, sale or use of Fiber. City shall be responsible for any United States Federal Communications Commission regulatory fees related to the Fiber in proportion to City’s lease and use of Fiber without a valid Section 214 including but not limited to International Bearer Circuit Fees and Universal Service Fund contributions, if applicable.

ARTICLE 2- GENERAL TERMS

2.1 **Acceptable Use and Content of the Fiber.**

(a) City may use the Fiber for its own use. City may not sell, lease, sublease, IRU, transfer or otherwise dispose of the Fiber to any person, entity, or third party except in conjunction with an assignment in accordance with Section 6.7 of the MSA.

(b) City expressly acknowledges and agrees that Wilcon is not supplying nor is Wilcon obligated to supply City any optronic or electronic equipment or related facilities of any kind or description under this Schedule or any Order as necessary to use the Fiber, all of which equipment and facilities will be supplied by the City, at City’s sole cost and expense.

(c) City acknowledges that Wilcon does not monitor the Fiber content unless required by law and City shall be solely liable and responsible for the content of any communications transmitted via the Fiber. City Fiber shall meet or exceed the specifications set forth in **Appendix A** attached hereto (“**Specifications**”).

2.2 **Network Design, Enhancements, Upgrades and Maintenance.**

(a) Wilcon shall respond to any on-net failure, interruption or impairment to the operation of the Fiber (an “**Interruption**”) after receiving a report that such an Interruption has occurred and shall undertake emergency maintenance as provided herein. With respect to electronic components in terrestrial locations, Wilcon shall use commercially reasonable efforts to commence a repair on such Interruption within four (4) hours after receiving such report. With respect to terrestrial segments, Wilcon shall use commercially reasonable efforts to dispatch a crew to the site of such Interruption within twelve (12) hours after receiving such report. Wilcon reserves the right from time to time to upgrade, make enhancements and to perform maintenance on the Fiber. Wilcon shall attempt to minimize interruption to or impairment of the Fiber arising from the implementation of any such enhancement, upgrade or maintenance. Wilcon will be a single point of contact for off-net operational issues covered by this Schedule. Wilcon will notify City in writing of any possible fiber maintenance and/or enhancements as described above at

least thirty (30) days in advance of conducting such maintenance and/or activities;

(b) Wilcon shall be responsible for all necessary splicing on the Fiber. Where Fiber connects to City’s fiber optic cable, the Order shall set forth the Parties splicing responsibilities; and

(c) Wilcon shall be responsible for obtaining and maintain from the appropriate public or private authority, any pole attachment agreements or other authorizations required to enter upon the property where Wilcon’s fiber network is located and to operate and maintain the Fiber in Wilcon’s network. City will not engage in any activity which affects Wilcon’s right-of-way interests without the written permission of Wilcon.

(d) City, at its sole cost and expense, shall (i) use City’s fiber network and facilities and (ii) work in and around the Fiber and Wilcon’s fiber network and facilities (“**System**”) in a safe manner so as not to physically, electronically or otherwise adversely affect Wilcon’s System or other Wilcon Customers.

(e) City must obtain prior written authorization, which said authorization shall not be unreasonably withheld or delayed, from Wilcon before performing any work in and around Wilcon’s System.

(f) City may connect to the System only at connection points approved by Wilcon in Wilcon’s sole reasonable discretion. All City access to and City fiber connection to the System is subject to Wilcon’s prior written consent, such consent shall not be unreasonably withheld. All City work must be performed only using Wilcon-approved subcontractors.

2.3 **Access to Premises.** City agrees to provide Wilcon access to City sites to the extent reasonably requested by Wilcon for the installation and scheduled or emergency maintenance of equipment placed on City premises by Wilcon for the Fiber (“**Equipment**”). City shall obtain all permissions and consents from third parties necessary to allow Wilcon such access to the premises. Wilcon shall not be liable for any failure to provide service to the extent that such failure is due to Wilcon being denied access to City sites. Wilcon shall use best efforts to provide, construct and install the Fiber within the amount of time specified in the Order. Wilcon covenants that the segments of the fiber route that it constructs shall be constructed substantially and in all material respects in accordance with standard outside plant specifications. For avoidance of doubt, City specifically acknowledges that in support of meeting any estimated install interval, City is responsible for all work on the premise side of each demarcation point, including securing rights and related costs to access, occupy and conduct typical telecommunications operations (which may include, but not be limited to, building access agreements and fees, lateral and riser fees, coordination of any third party owned location, physical location of, installation, maintenance, and operation of equipment).

2.4 **Equipment.** Some technical solutions require Equipment to be placed on City’s premises for the Fiber. The Equipment placed on City’s premises by Wilcon remains the sole property of Wilcon and shall only be used for the Fiber. Such Equipment shall be provided under the following conditions: (a) Wilcon shall: (i) provide and install the equipment, and (ii) provide service and repair; (b) City shall: (i) supply space, power (with back-up) and cabling within City’s facility for the Term of this Agreement and at no charge; (ii) provide adequate insurance; (iii) be responsible at all times for safe custody; (iv) be liable for any loss or damage to the Equipment for safe custody of Equipment; and (v) be liable for any loss or damage to the Equipment caused by City or its directors, officers, employees, agents, and representatives. Wilcon’s Fiber and Wilcon’s Equipment will at all times remain the property of Wilcon notwithstanding that it may be or become attached or affixed to real property. City may not, nor permit others to, alter, adjust, encumber, tamper with, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Wilcon Equipment or the Wilcon Fiber without the prior written consent of Wilcon. City may not cause any liens to be placed on any Wilcon Equipment or the Wilcon Fiber and if any liens are placed on any Wilcon Equipment, City will cause any such liens to be removed within ten (10) days of City’s knowledge thereof.



2.5 **City Equipment.** City shall, at its own expense, procure any equipment necessary to implement or receive Service ("City Equipment"). Promptly upon notice from Wilcon, City shall eliminate any hazard, interference or Service obstruction that any such City Equipment is causing or may cause as reasonably determined by Wilcon. Wilcon may, at its sole discretion, suspend Service if any City Equipment does not comply with the provisions herein. Wilcon will have no obligation to install, maintain, or repair City Equipment.

2.6 **City Responsibilities.** City shall, at its own expense, obtain and maintain any and all necessary permits, licenses, easements franchises and approvals that may be required by federal, state or local law, statute, regulation or ordinance as may now or in the future be applicable to its use of the Fiber under the terms and conditions of this Agreement. City represents and warrants that it will use the Fiber, or cause the Fiber to be used, in compliance with all federal, state and local applicable government laws, statutes, rules, regulations, codes and ordinances, and any applicable franchises, rights of way, leases, licenses, contracts and other material obligations to any third parties as set forth in this Agreement and in compliance with the terms and conditions of this Agreement.

2.7 **Insurance.** City will maintain reasonable and customary types and amounts of insurance meeting all state requirements issued by an insurance company (having an AM Best rating of A- VIII or better) licensed to do business where the Fiber is terminated. Notwithstanding the foregoing, said policies shall be written on a per-occurrence basis with blanket contractual liability coverage, with a limit of not less than One Million Dollars (\$1,000,000) and aggregate umbrella coverage of not less than an additional One Million Dollars (\$1,000,000). A per occurrence limit of Two Million Dollars (\$2,000,000) is also acceptable.

2.8 **Relocation.** Wilcon may relocate all or any portion of the Fiber provided to City or any of the facilities required to provide City with the Fiber (i) if a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation), (ii) in order to comply with applicable laws, (iii) to reduce governmental fees or taxes assessed against it or City, or (iv) for bona fide operational reasons, if reasonably feasible. Wilcon has the right to direct such relocation, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided any relocation (a) is constructed and tested in accordance with the specifications which apply to the Fiber; (b) does not result in a materially adverse change to the operations, performance, or connection points with the network of City; and (c) does not unreasonably interrupt service on the Fiber. Wilcon will use its commercially reasonable efforts to secure an agreement for reimbursement from any third party requiring relocation.

2.9 **Service Level Agreement.** Wilcon warrants and represents to City that the Fiber Services shall comply with the Service Level Agreement ("Fiber SLA") for such services attached hereto as Appendix B.

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the day and year first written above.

WILCON OPERATIONS LLC DBA WILCON

By: Reynold Scales
 Name: Reynold Scales
 Title: SVP of Sales

By: _____
 Name: _____
 Title: _____

CITY OF BEVERLY HILLS

By: [Signature]
 Name: DAVID SCHIRMER
 Title: Chief Information Officer

Appendix A

FIBER SPLICING AND TESTING STANDARDS, SPECIFICATIONS AND PROCEDURES

Wilcon will perform all tests and meet the standards identified in this Appendix.

1. **Fiber and Connector Standards**

1.1 *Connector Standards.* Wilcon shall use connectors with a UPC polish. The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed 0.5dB at 1550nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed 0.8 dB.

1.2 *Field Splice Standards.* All splices shall be fusion splices. The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the Event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, Wilcon is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

1.3 *Span Loss.* It is Wilcon's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by Wilcon. The attenuation as measured by a light source and power meter shall not exceed the following:

Maximum Allowable Attenuation per Fiber Span = (A * L) + (0.1 * N) + (0.5 * C)

A = 0.3 dB per kilometer (at 1550 nm)

L = Optical length of cable measured in kilometers (from OTDR trace)

N = Number of splices in the span

C = Number of mated connector pairs in the span. The connector loss will not exceed 0.5dB per mated pair.

1.4 *Reflectance.* The maximum reflectance per event, as measured by an OTDR, shall not exceed -40dB.

1.5 *Polarization Mode Dispersion.* The Polarization Mode Dispersion shall not exceed 0.1 ps/sqrt(km). For fiber cables manufactured before 1998, Wilcon must perform Polarization Mode Dispersion testing on the Leased fibers to demonstrate compliance.

2. **Naming of Traces.** OTDR traces taken for bi-directional testing, and the OTDR traces of the pigtail splice must be recorded electronically and emailed to City. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point

Letters 5, 6, 7 = Destination point

8th letter = wavelength

Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn5.096

Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED

3. **Test Packages.** Wilcon shall provide a package containing the following test data for each fiber. All data provided should be provided to City in digital format.

A. Bi-directional OTDR span traces taken at 1550 nm, in the native format of the OTDR used by Wilcon. If specifically requested by City, the traces will also be provided in PDF format.

B. An OTDR event table identifying the bi-directional loss (in dB) for all splice and patch events along the span. The table should identify the distance (in km) of each event from the Demarcation Point on each end.

C. An Excel spreadsheet containing the bi-directional power meter and light source data taken at 1550 nm (losses in each direction and the average bi-directional loss, all expressed in dB) and a list of the fiber type(s) and optical distances (in km) associated with each fiber type for each Segment. This spreadsheet must identify the specific locations (address, floor, suite, rack, panel, port) for each end from which testing was performed. If the Leased fibers are left hanging in a rack or cabinet, the labeling on the fibers should be listed in this spreadsheet.

D. A document identifying splice points with OOS test results. Should also include documentation supporting the three reburn attempts.

E. An Excel spreadsheet containing Polarization Mode Dispersion test results for Segments containing any fiber cables.

Appendix B
Fiber Service Level Agreement

1. Definitions for Fiber Service Level Agreement

- 1.1. **Capitalized Terms.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Master Service Agreement between Wilcon and City.
- 1.2. **“Affected Fiber”** shall mean On-Net Fiber for which an outage credit is derived.
- 1.2. **“On-Net Fiber”** shall mean Fiber, or a part of Fiber, transmitted by equipment owned and operated solely by Wilcon (not any third party or subcontractors) or capacity acquired by Wilcon for its network, not specifically for City.
- 1.3. **“Off-Net Fiber”** shall mean Fiber, or a part of Fiber, transmitted by equipment owned and operated by a third party or subcontractor and acquired by the Wilcon specifically for City.
- 1.4. **“Planned Maintenance”** shall mean any preventative, routine or scheduled maintenance which is performed with regard to the Affected Fiber, which Wilcon reasonably believes is necessary in order to prevent or remedy a defect which may affect City’s use or access of the Affected Fiber. Wilcon shall use reasonable efforts to give City at least five (5) days’ notice of any Planned Maintenance event.
- 1.5. **“SLA Outage Time”** shall mean the period during which the underlying transport is unavailable exclusive of Section 5 below.
- 1.6. **“Unavailable Seconds”** shall mean any period of SLA Outage Time from the first of ten consecutive severely errored seconds and end upon the first of ten consecutive non-severely errored seconds according to ITU-T Standard G.828.

2. On-Net Service Level Agreement

- 2.1. **On-Net Fiber Availability.** Wilcon agrees to continuously make available (100% up time) On-Net Fiber provisioned by Wilcon to City as a result of an Order by City.
- 2.2. **On-Fiber Outage Credit.** If City experiences failure of On-Net Fibers, City may receive outage credit in accordance with the following guidelines:

Affected Fiber	SLA Outage Time (per Month)	Outage Credit
Protected On-Net	>8 hours	15% of MRC of Affected Fiber
Protected On-Net	>12 hours	30% of MRC of Affected Fiber
Unprotected On-Net	>8 hours	10% of MRC of Affected Fiber
Unprotected On-Net	>12 hours	20% of MRC of Affected Fiber
Unprotected On-Net	>24 hours	40% of MRC of Affected Fiber

- 3. **Off-Net Service Level Agreement.** A Service Level Agreement is not provided for the Off-Net portion of the Fiber.
- 4. **Outage Credit Timing.** Outage Credits will generally be reflected on the second invoice following the billing month in which the failure of the On-Net Fiber occurs.
- 5. **Limitation of Liability.** Notwithstanding anything in this Service Level Agreement to the contrary, Wilcon will have no liability to City (including no liability for any Outage Credits) where the outage was caused in whole or in part by any Force Majeure event as defined in Section 6.9 of the MSA, or by any Planned Maintenance, upgrades or enhancements. Notwithstanding the foregoing, the total aggregate Outage Credit for any Affected Fiber during a calendar year shall not exceed sixty percent (60%) of the MRC for such Affected Fiber.

EXHIBIT A-3
CONSULTANT'S ORDER FORM



Order

624 South Grand Avenue
 Suite 2500
 Los Angeles CA 90017
 1.888.600.2800

Sales Order Date 6/25/2015
Order # SO3835
Sales Rep Henderson, Jeff
Customer PO #
Service Commitment Period (Mo.) 60
Order Type New
Install Interval in Days 125

Bill To
 Information Technology
 City of Beverly Hills
 455 North Rexford Drive
 Beverly Hills CA 90210

ORDER #	Item Name	Location A - Building	Location A	Location 2 - Building	Location 2	Quantity	Unit Price	Amount
02 DF00-SO3835-WIL-0001	Dark Fiber - Ring	600 W 7th St.		9355 Civic Center Dr	MPOE	1	1,500.00	1,500.00
02 DF00-SO3835-WIL-0002	Dark Fiber - Ring	444 N Nash St	MPOE	600 W 7th St.		1	1,500.00	1,500.00
02 DF00-SO3835-WIL-0003	Dark Fiber - Ring	9355 Civic Center Dr	MPOE	444 N Nash St	MPOE	1	1,500.00	1,500.00
02-IND4-SO3835-WIL-0004	Dark Fiber installation	444 N Nash St	MPOE	600 W 7th St.		1	2,000.00	2,000.00

Total Recurring Charges: \$4,500.00

Total Non-Recurring Charges: \$2,000.00

GENERAL TERMS AND CONDITIONS

By signing below, you, the customer, understand and agree that the services listed above will be provided by Wilcon (or its operating subsidiaries - where applicable) under the terms and conditions of the Master Service Agreement ("MSA"); that any undefined capitalized terms in this Order shall have the meaning given to them in the MSA; that the dark fiber licensed, if any, under this Order by Customer shall not be sold, leased, subleased, FRU, transfer or otherwise dispose to any third party; that this Order constitutes a complete and binding contract when executed by both parties; that Services may be subject to annual increases (as set forth in MSA) during the Service Commitment Period and that the amounts stated in this Order do not reflect such annual increases; that any diagram/map attached hereto is for illustration purposes only; that Customer is responsible for the payment of any applicable taxes imposed on the Services listed above; that early termination of the Services listed above will result in you paying any fees through the end of the applicable Service Commitment Period, unless otherwise provided for in this Order or the MSA; that you have such authority by which to enter into this contract and that billing for such Services shall initiate pursuant to the terms of the MSA.

City of Beverly Hills

(Company Name)

(Signature/Date)
 David Schirmer

(Name)
 Chief Information Officer

(Title)

Wilcon

(Company Name)
 Resinaid Scates 7-31-15

(Signature/Date)
 Resinaid Scates

(Name)
 SUP of SALES

(Title)

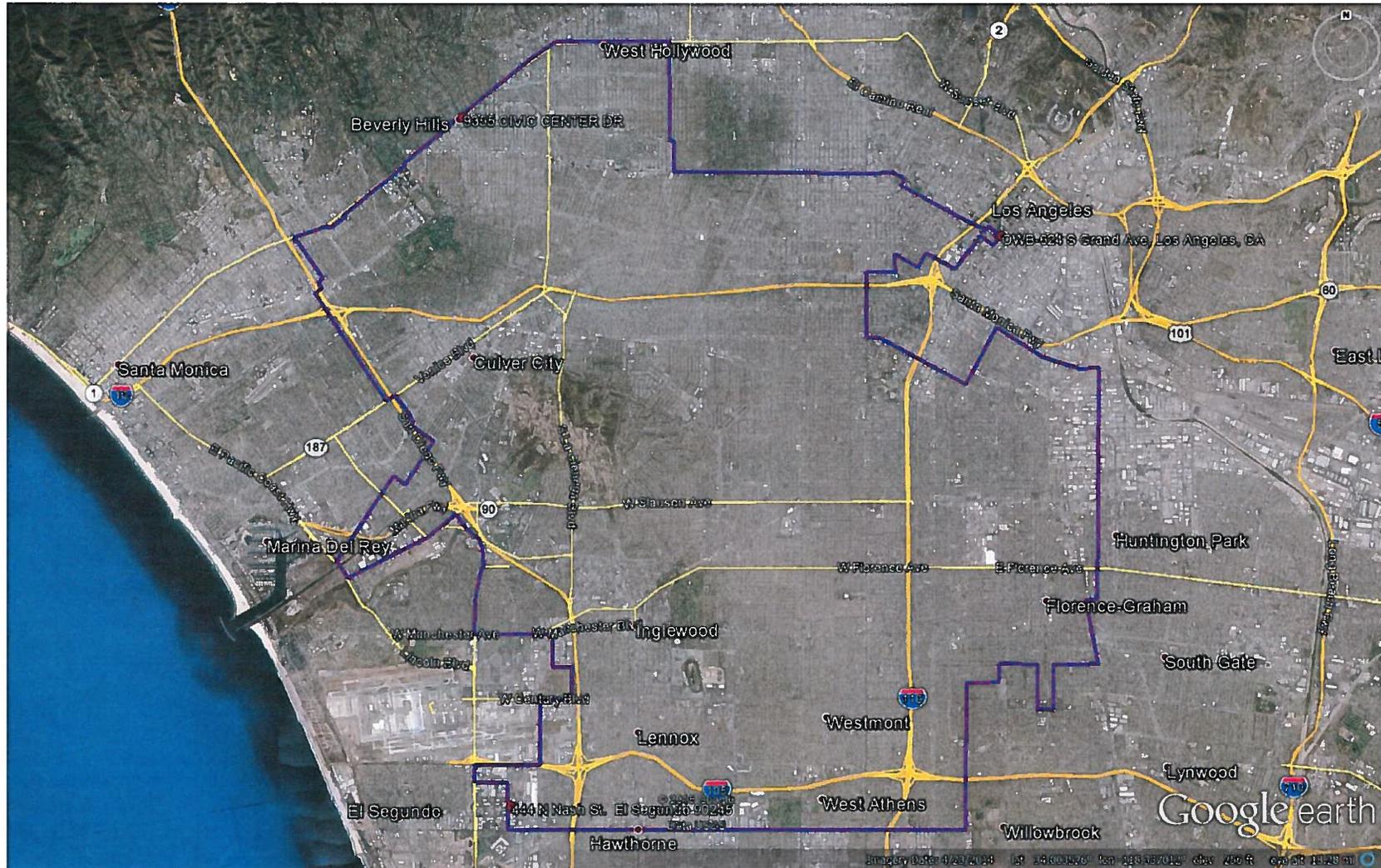


EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

City shall pay Consultant an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) annually for the Fiber Services as follows:

DESCRIPTION	QTY	UNIT COST	EXTENDED COST
One-Time Installation Fees	1	\$2,000.00	\$2,000.00
Dark Fiber Ring 600 W. 7th St. to 9355 Civic Center Drive	12	\$1,500.00	\$18,000.00
Dark Fiber Ring 444 N. Nash St. to 600 W. 7th St.	12	\$1,500.00	\$18,000.00
Dark Fiber Ring 9355 Civic Center Drive to 444 N. Nash St.	12	\$1,500.00	\$18,000.00
Additional Services Year-1 (Not to Exceed)	N/A	N/A	\$19,000.00
Total: Year-1 Costs (Not to Exceed)			\$75,000.00
Additional Services Years 2-5 (Annually, Not to Exceed)	N/A	N/A	\$21,000.00
Total: Years 2-5 Annual Costs (Not to Exceed)			\$75,000.00

Consultant shall submit an itemized statement to City for its services performed on a monthly basis. Invoices shall include documentation setting forth, in detail, a description of the services rendered and the equipment provided. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

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

ADDRESS

- A.
- B.
- C.

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"/> Consultant's PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S 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 : _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PSOMAS FOR AS NEEDED ENGINEERING
SERVICES RELATED TO THE CITY'S INFORMATION
TECHNOLOGY INITIATIVES

NAME OF CONSULTANT: Psomas

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jeff T. Chess, Vice President/Principal

CONSULTANT'S ADDRESS: 555 S. Flower Street
Suite 4300
Los Angeles, CA 90017

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2016

CONSIDERATION: Not to exceed \$55,000.00, as detailed in
Exhibit B, Schedule of Rates and Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PSOMAS FOR AS NEEDED ENGINEERING
SERVICES RELATED TO THE CITY'S INFORMATION
TECHNOLOGY INITIATIVES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Psomas (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the Services 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.

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT 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, Schedule and Rates of Payment, attached hereto and incorporated herein.

(b) 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, unless approved in writing by the Chief Information Officer.

Section 5. Method of Payment. Unless otherwise provided for herein, 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 Exhibit B.

Section 6. Independent Contractor. CONSULTANT 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 CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT 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 7. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT 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 9. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. CONSULTANT 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 11. Interests of CONSULTANT. CONSULTANT 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 CONSULTANT.

Section 12. Insurance.

(a) CONSULTANT 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 One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(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 CONSULTANT in performing the Scope of Work required by this Agreement.

(3) 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. CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

(b) CONSULTANT 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 B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT 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 CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT 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, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured with respect to work under this Agreement.

(g) 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.

(h) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. Waiver of subrogation does not apply to Professional Liability Insurance identified in subsection (a)(3) above.

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY.

Section 13. Indemnification.

(a) In connection with the design professional services required by this Agreement, and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of city officials, ("Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subconsultants, or agents in the performance of its professional design services under this Agreement. CONSULTANT shall defend Indemnitees in any actions filed in connection with any such claims with counsel of Indemnities' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

(b) In connection with all claims not covered by Paragraph (a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify Indemnitees from any claim, demand, damage, liability, loss, cost or expense, including but not limited to death or injury to any person and injury to any property ("claims"), arising out of, pertaining to, or relating to CONSULTANT's performance of this Agreement. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Indemnitees' choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 13 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under this Section 13 shall survive termination of the Agreement.

Section 14. 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 CONSULTANT. CONSULTANT 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 CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 15. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Services.

Section 16. Information and Documents. All data, information, documents and drawings specifically 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 CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the Scope of Services to be performed. Any changes in the Scope of Services must be made in writing and approved by both parties.

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 CONSULTANT, 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 CONSULTANT.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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.

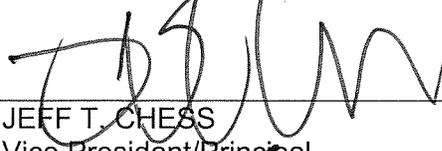
CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: PSOMAS



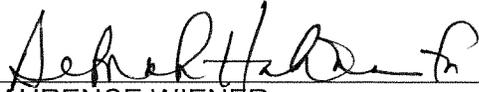
JEFF T. CHESS
Vice President/Principal



CHUCK HEFFERNAN
Vice President

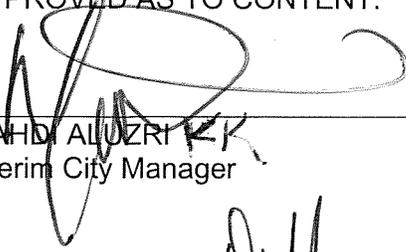
[Signatures Continue]

APPROVED AS TO FORM:

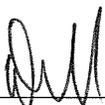


LAURENCE WIENER
City Attorney

APPROVED AS TO CONTENT:



MAHDI ALUZRI
Interim City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall provide engineering services on an as-needed basis to meet the CITY's ongoing needs related to the CITY's Information Technology Initiatives.

For each requested engagement, CONSULTANT shall submit a written scope of work which shall include a breakdown of all costs, warranties and the performance schedule to CITY's authorized representative. Each proposal is subject to the City Manager or his designee's written approval, acceptance, and authorization to proceed.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

CITY shall pay CONSULTANT compensation for scheduled service during normal business hours. The total sum paid to CONSULTANT under this Agreement shall not exceed the amount of Fifty-Five Thousand Dollars (\$55,000.00), as set forth in purchase orders issued by CITY for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable) unless otherwise approved in writing by the Chief Information Officer.

CONSULTANT shall submit a monthly itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. CITY shall pay CONSULTANT all undisputed amounts of such billing within thirty (30) days of receipt of the same.

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

ADDRESS

- A.
- B.
- C.

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"/> Consultant's PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S 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 : _____
